

**Notice Inviting Quotation**

**Name of Work** : **Supplying of Batteries for D.G. Sets  
at IGNOU Campus, Maidan Garhi.**

**Estimated Cost** : ₹ 1,23,800/-

**Earnest Money** : ₹ 3,095/-

**Performance Guarantee** : **5% of tendered cost**

**Security Deposit** : **5% of tendered cost**

**Time Allowed** : **One year**

**Certified that this NIQ contains ----- no. page.**

**Executive Engineer (E)**

**INDIRA GANDHI NATIONAL OPEN UNIVERSITY**  
**CONSTRUCTION & MAINTENANCE DIVISION**  
**MAIDAN GARHI, NEW DELHI**  
**NOTICE INVITING QUOTATION**

No.IG/CMD/EE(E)/NIQ/2014-15/  
Dated: 19.08.2014

The Executive Engineer (E) Construction Maintenance Division invites on behalf of Vice-Chancellor, Indira Gandhi National Open University, sealed item rate Quotations for the following works from the Manufacturer/Authorized Dealers of Exide make Batteries. The quotations will be given on production of TIN No., PAN No, last paid challans for VAT dealership certificate in case of authorized dealer from the manufacturer.

Name of Work	Estimated Cost (in Rs.)	Earnest Money (in Rs.)	Last Date of Receipt & sale of Quotation	Date of Opening of quotation	Time Allowed
Supplying of Batteries for D.G. Sets at IGNOU Campus, Maidan Garhi.	<b>1,23,800/-</b>	<b>3,095/-</b>	<b>26.08.2014</b>	<b>28.08.2014</b>	<b>One Year</b>

*Quotation forms and conditions can be obtained from the office of the undersigned Indira Gandhi National Open University, Construction & Maintenance Division, Maidan Garhi New Delhi-68 on any working day upto 2.30 pm on the date given above . The time for submission of quotations are upto 3.00 pm which shall be opened on the same day at 3.30 pm on the date given above. The undersigned reserves the right to accept or reject any or all Quotations without assigning any reason.*

**Note:- The quotation documents in the website are for information only. Downloaded quotation documents will not be considered for bidding. The contractor/Supplier shall quote their rates in the NIQ issued by the department only. If rates quoted in other form will not be considered. Contractors/Agencies have to act as per above NIQ.**

**(U P SHARMA)**  
**Executive Engineer (E)**

C:C: to:-

- |   |   |
|---|---|
| 1. CPO<br>2. FO<br>3. Registrar (Admn.)<br>4. Head CD<br><br>5. AEE(E)-B<br>6. Notice board | - For information.<br>- With a request to depute one of their representative at the time of opening of quotation on the above mentioned date.<br>- To incorporate in IGNOU website on or before 19.08.2014, the NIQ forwarded through e-mail. |
|---|---|

**Price of Quotation –Rs. 1,23,800/-      Quotation for the supplying of Batteries for D.G. sets at  
IGNOU Campus Maidan Garhi      P.W.D.-9 (Quotation)**

**I/We hereby invites quotation for on behalf the supply for the V.C IGNOU of the materials described in the under mentioned according to the specification within the time specified and at the rates specified there in subject to the conditions of the contract.**

**Memorandum:- (i) Earnest Rs. 3095/- Rs Four Thousand three hundred eighty six only.**

**(ii) Security Deposit 10%      on the quoted value made up as under:-**

**(a)      Pa  
yable immediately on the acceptance of quotation. (5% on the quoted value as  
Performance Guarantee.**

**(b)      Pe  
rcentage to be deducted from bill 5% on the quoted value as Security Deposit  
i/c adjustment of EMD deposited with quotation.**

Descripti on or specificat ion of materials to be supplied	Total quantities of each to be supplied	Places at which to be delivered	Quantities to be delivered to each place	Dates by which delivery at all places must be completed	Rate by which are to be supplied inclusive of every	Unit	Total cost of each article inclusive of every demand	Re
AS mentione d in the NIQ	AS mentioned in the NIQ	IGNOU Campus Maidan Garhi	IGNOU Campus Maidan Garhi	Time Period One year				

Should this quotation be accepted I/We hereby do agree to abide by and fulfill all the terms and provisional of the said conditions annexed here to so far as applicable and or in default there of to forfeit and pay to the IGNOU the sum of money mentioned in the side conditions. A sum of Rs. 3095/- is here with forwarded in pay order/demand draft as earnest money if I/we fail to commence the work to specified in the above memorandum or I/we fail to deposit the amount of security deposit specified of contract (ii) (a) in the above memorandum in accordance with the clause ! of the said conditions of contract I/we agree that the IGNOU shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely otherwise the said earnest money shall be retained by him towards such security deposit. I/we further agree that the IGNOU shall also be at liberty to cancel the acceptance of the quotation if I/we fail to deposit security amount as aforesaid.

Give Particulars & number

Signature of Supplier/contractor  
Address

Signature of Witness

Address

Dated            the

The above quotation is hereby accepted by me on the behalf of the Vice-Chancellor, of IGNOU.

Dated

Signature of the officer by whom  
The quotation is accepted

**INDIRA GHADHI NATIONAL OPEN UNIVERSITY**

Division CMD  
Sub-Division Electrical

**QUOTATION AND CONTRACT  
FOR  
SUPPLY OF MATERIALS**

**GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS**

1. All Supplies proposed to be obtained by contract will be notified in a form of invitation to quotation posted in public places and signed by the Executive Engineer (E).

This form will state the supplies to be made as well as the date for submitting and opening quotation and the time allowed for carrying out the work, also the amount of the earnest money to be deposited with the quotation, and the amount of the security deposit to be deposited by the successful quotation and the percentages, to be deducted from bills. Copies of the Specifications and any other documents required in connection with the work, signed for the purpose of identification by the Executive Engineer (E) shall also be open for inspection by the contractor of the office of the Executive Engineer (E) during Office hours.

2. In the event of the quotation being submitted by a firm, it must be signed separately by each member thereof, in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced, with the quotation, and it must disclose that the firm is duly registered under the Indian Partnership Act.

3. Receipts for payment made to a firm, must also be signed by the several partners except Where the contractors are described in their quotation as a firm, in which case the receipt must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.

4. Any person who submits a quotation shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Quotation which purpose alteration in the work specified in the said form of invitation to quotation or in the time allowed for carrying out the work or which contain any other conditions of any sort will be liable to rejection. No single quotation shall include more than one work, but contractors wish to quotation for two or more works shall submit a separate quotation for each. Quotations shall have the name and number of the work to which they refer written outside the envelope.

5. The Executive Engineer (E) or duly authorized assistant, will open quotations in the presence of any intending contractors who may be present at time, and will enter the amounts of the several quotations in a Comparative Statement in a suitable form, In the event of a quotation being accepted a receipt for the earnest money forwarded therewith shall there upon be given to

the contractor who shall there upon for the purpose of identification sign, copies of the specification and other documents mentioned in rule 1. In the event of a quotation being rejected the earnest money forwarded with such unaccepted under shall there upon be returned to the contractor making the same.

6. The Officer inviting quotations shall have the right of rejecting all or any of the quotations and will not be bound to accept the lowest quotation.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be Considered as any acknowledgement of payment to the Executive Engineer (E) and the contractor shall be responsible for seeing that he produces a receipt signed by the EE(E) or a duly authorized cashier.

### **Security Clause: A**

#### **Performance Guarantee:-**

- (i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the quoted amount 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 period of 10 days from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge upto a maximum period for 07 days on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-charge. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs.1,00,000/-) 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 there by shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the government to make good the deficit.
- (ii) The performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. 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 recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor without any interest.
- (iii) The Engineer-in-charge shall not make a claim under the performance guarantee except for amounts to which the Vice-Chancellor, IGNOU is entitled under the contract (not with standing and/or without prejudice to any other provisions in the contract 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 may claim the full amount of the Performance Guarantee.
- (b) Failure by the contractor to pay vice-chancellor, IGNOU 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.
- (iv) 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 vice-chancellor, IGNOU.

**(B) Recovery of Security Deposit:-**

The person/persons whose tender/quotation (s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the quotation value of the work. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the upto date amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any bank is furnished by the contractor to the Govt. as part of the Security deposit 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. All compensation or other sums of money payable by the contractor under the terms of this contract may be deducted from or paid by the sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due to may become due to the contractor by Govt. on any account what so ever an in the event of his security deposit being reduced by reasons of any such deductions or sale as aforesaid the contractor shall with in 10 days make good in cash of guarantee bond in favour of the IGNOU executed or fixed deposit receipt quotation by State Bank of India or by scheduled banks (In case of limits prescribed by Reserve Bank of India by Govt. securities it deposited for more than 12 months) endorsed in favour of the Engineer incharge any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the earnest money if deposited in each at the time of quotation will be treated as part of security deposit.

- Note: -
- (1) Govt. papers quotation as security will be at 5% below its market value on its full value which ever is less. The market price of Govt. papers would be certain by the Executive Engineer (E) at the time of collection of interest and the amount of interest of the deficiency in value of Govt. papers will be withheld if necessary Govt. securities will include all forms of security

mentioned in rule 274 of G F R. except fidelity bond. This will be subject to observance of conditions under the rule against each form of security.

- (2) The contractor is to deliver the materials on or before he mention in the quotation. Failing which he shall be subject to pay or allow one percent on the total amount of the contractor every day not exceeding ten days that he shall exceed his time as and for liquidated damages.
- (3) In every case in which the payment or allowance mentioned in clause 2 shall have incurred for then consecutive days, the Executive Engineer (E) shall have the power to annul the contract and or have the supply completed at the contractor's risk and expenses without any further notice to him and the contractor shall have no claim to compensation for any loss that he may incur in any case.
- (4) If the contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in this quotation he shall apply in writing to the Executive Engineer (E), the contractor shall not claim exempted on from the fine line leviable under clause 2 for the completion of the rest of the works the contractor shall be entitled such extension of time as may be determined by the Engineer-in-charge.
- (5) The contractor shall give to the Executive Engineer (E) (hereinafter called the Engineer-in-charge) of his intension of making delivery of materials and on the materials being approved, as receipt shall be granted to him by the Executive Engineer (E) or his assistant and not no material will be considered as delivered until so approved.
- (6) On the completion of the delivery of materials the contractor shall be furnished with a certificate to that effect by the Executive Engineer (E) (here after contractor shall Engineer-in-charge) but the delivery will not be considered complete until the contractor shall have removed all rejected materials and shall have the approved materials stocked or placed in such positions as he pointed out to him.
- (6)A If at any time after the commencement of the supplies the Vice-Chancellor, IGNOU shall for any reason what so ever not require the whole there of as specified in the quotation to be supplied the Executive Engineer (E) shall in addition to his power to annul the contract in case of default on the part of the contractor, have power to terminate all liability of the Vice-Chancellor there under at any time after giving due notice in writing to the contractor of his desire to do so, In the event of such a notice being given.
- (a) The Executive Engineer (E) shall be entitled to direct the contractor to complete

the supply of the material which are ready for delivery up to the expire of the notice and there after to cease their supply, all the articles or supplies received and accepted up to that date shall be paid for at the quotation rate, and.

(b) The contractor shall have no claim to any payment or compensation what-so-ever on account of any profit or advantage which he might have derived in consequence of the full execution of the contract but which he did not obtain owing to its premature termination or for any loss which he might have sustained on this account.



(7) No payment should be made for a work estimated to cost rupees five thousand or less till after the whole or the work shall have been completed and certificate of completion given. But in the case of work estimated to cost more than rupees five thousand the contractor shall on submitting the bill be entitled to receive a monthly payment proportionate to the part there of then executed to the satisfaction of the Engineer-in-charge, whose certificate of the payable shall be final and conclusive against the contractor.

Payment due to the contractor may, if so desired by him, be made to his bank instead of direct to him, provided that the contractor furnishes to the engineer-in-charge (1) an authorization in the form of a legally valid document such as a power of attorney containing authority on the bank to receive payment and (2) his own acceptance of the contractness of the account made out as being due to him by the Government or his signature on the bill or other claim preferred against Govt. before settlement by the Engineer-in-charge of the account of claim by payment to the bank while the receipt by such bank shall constitute a full and sufficient discharge for the payment the contractor should, where ever possible present his bills duly receipted and discharge through his bankers.

Noting here in contained shall separate to create in favour of the bank any rights or equite visa-vis the Vice-Chancellor, IGNOU.

(8) The materials shall be of the best description and in strick accordance with the specification and the contractor shall receive payment for such materials only as are approved and passed by the Engineer-in-charge.

(9) In the event of the material being considered by the Engineer-in-charge to be inferior to that described in the specifications, the contractor shall on demand in writing forth with remove the same at his own charge and cost and in the event of his neglecting to do so with in such period as may be named by the Engineer-in-charge that office may have such rejected material remove at the contractor's risk and te expenses incurred being liable to be deducted from any sums due or which may become due to the contractor.

(9) A. The contractor/seller here by declares that the goods stores articles sold to be sold to the Govt. under the contract shall be or the best quality (and work markship) and shall be strictly in accordance with specifications and particular contained mentioned in clause 8 here of and the contractor seller here by guarantees that the said goods/stores articles shall continue to confirm to the description and quality aforesaid for a period of three months shall the date of delivery of the said goods/stores/article to the Engineer-in-charge and that not with standing the fact that the Engineer-in-charge may have inspected and on approved the said good articles be discovered not be confirm to the description and quality aforesaid or to have deteriorated (and the decision of the Engineer-in-charge in that behalf will be final and conclusive a binding on the parties the Engineer-in-charge will be entitled to reject the said good/stores/articles or such portion there of as may be discovered not to confirm to the said description and quality. On such rejection the goods articles stores will be at the seller's risk and the provisions contained in the clause 9 here of shall mutatis mutandis apply to the removal of the goods/stores/articles rejected under this clause. The contractor/seller shall if called upon to replace the said goods/stores/articles or such portion there of as has been rejected by the Engineer-in-charge or otherwise the contractor/seller shall pay to the Govt. such damages as may arise by reason of the

breach of the condition here in contained, Nothing here in contained shall prejudice any other right of the Govt. in that behalf under this contract or other wise.

(10.) If the contractor or his work people or servants shall break, deface injure or destroy a building, road, road clubs, fence enclosure, water pipes cables drains, electric or telephone posts or wires, trees, grass or grass land of cultivated ground contiguous to the place where the materials as being supplied, he shall make good the same at his own expense and in the event of his refusing or failing to do so the damage shall be required at his expense by the Engineer-in-charge, who shall deduct the cost from any sums due, or which may become due, to the contractor.

(11) The contractor shall supply at his own expense all tools, plant and implements required for the due fulfillment of his contract and the material shall remain at his risk till the date of final delivery unless it shall have been in the mean time remove for use by the Engineer-in-charge.

(12) No material shall be brought to site or delivery on Saturdays & Sundays without the written permission of the Engineer-in-charge.

(13) This contract shall not be sublet without the written permission of the Executive Engineer (E). In the event of the contractor subletting his contract without such permission he shall be considered to have thereby committed a breach of contract, and shall forfeit his security deposit and shall have no claim for any compensation for any loss that may have collected or engagement entered into.

(13) A. The Engineer-in-charge shall have power to make any alteration in, commissions firm, additions to or substitutions for the original specifications, drawings, designs, and instruction that may appear to him to be necessary or advisable during the course of supply of the materials and the contractor shall be bound to supply the materials in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations omissions, addition at substitutions shall not invalidate the contractor, and altered additional or substituted materials which the contractor may be directed to supply in the manner above specified as part of the work shall be supplied by the contractor on the same conditions in all respect or which he agreed to do the main work, and at the same rates, as specified in the quotation for the main work. The time for the completion of the supply shall be extended in the proportion that the altered, additional or substituent quantity of materials bears to the original quantity and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered additional or substituted materials include any class of materials, for which the rate is specified on this contract than such class of materials, shall be supplied at the rates entered in the schedule of rates of the contract direct on which the estimated cost shown on page 2 of the quotation is passed and in such class of materials are not entered in the said schedule of rates, than the contractor shall within seven days of the date of his receipt of the order to supply the materials inform the Engineer-in-charge of the rate which it is his intention to charge for such class of materials and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel this to supply such class of materials and arrange the supply thereof in such manner as he may consider advisable provided always that if the contractor shall commence supply or incur any expenditure in regard thereto. Before the rates

shall have been determined as lastly here in before mentioned time and in such case he shall only be entitled be paid in respect of the supply made or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates shall be fixed by the Engineer-in-charge in the event of a disputes the decision of the Chief Project Officer, IGNOU shall be final.

(13) B. In every case in which by virtue of the provision of Section 12 Sub Section (1) of the workman's Compensation Act, 1923. Govt. is obliged to pay compensation to a worker employed by the contractor, in execution of the works Government will recover from the contractor the amount of the compensation so paid and with prejudice to the rights of Govt. under Section 12, Sub Section (2) of the said Act Government shall be at liberty to recover such amount or any part there of deducting it from the security deposit or from any sum due by Govt. to the contractor whether under this contract or otherwise.

Government shall not be bound to contract any claim made against it under Section 12 Sub Section (1) of the said Act. except on the written request of the contractor upon his giving to Government full security for all costs for which Govt. might become liable in consequence of contesting such claim.

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

Explanation : "Fair Wages" means wages whether for time or place work notified at the time of inviting quotations for the work and where such wages have not been so notified the wages prescribed by the C.P.W.D. for the district in which the work is done.

(b) The contractor shall not withstanding the provisions of any contract to the contrary cause to be paid fair wages to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work as if the labourers had been immediately employed by him.

(c) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement the contractor shall comply with or cause to be completed with the C.P.W.D. contractor's labour Regulations made by Government from time to time in regard, payment wages, wage period, deductions, from wages recovery of wages not paid and deductions unauthorisedly made maintenance of wage register wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.

(d) The Executive Engineer (E) concerned shall have the right to deduct, from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non fulfillment of the contract for the benefit of the workers, non-payment, of wages or of deductions made from his or their wages which are not justified by the terms of the contract or non observation of the regulations.

In the case of union Territory of Delhi however as the all inclusive minimum daily rates of wages fixed under notification of the Govt. of India in the Ministry of Labour and Employment and forwarded by chief Engineer vide No. SSW (NDZ)/SWI/SP/S-60/73/109-819 dated 06.06.73 etc. inclusive of wages for the weekly day of rest the question of extra payment for the weekly holidays would not arise.

(e) Under the provision of the minimum Wages Act, 1948 and the minimum

Wages (Central) Rules 1950 the contractor is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the works one day's rest for six days continuous work and pay wages at the same rate as for duty in the event of default the Executive Engineer or concerned shall have the right to deduct the sum or sums not paid on account of wages for weekly holiday to any labourers and pay the same to the persons entitled there to from money due to the contractor.

(f) Vis-à-vis Central Government to the contract shall be primarily liable for the payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub contracts.

(g) The regulations aforesaid shall be deemed to be a part of contract and may breach there of shall be deemed to be breach of his contract.

13. (D) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement the contractor shall comply with the cause to be complied with all rules frame by Government from time to time for the protection of health and sanitary arrangements for workers employed by the C.P.W.D. and its contractors.

13. (E) In the event of the contractor (s) committing a default of any of the provisions or of the Central Public Works Department Contractor's Labour Regulations or Model Rules for the protections of health and sanitary arrangement for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above Regulations and Rules which is waterlally incorrect he/they shall without prejudice to any other liability pay to the Government a sum not exceeding Rs. 50.00 per every default breach or furnishing making submitting filling such materially incorrect statement and in the event of the contractor (s) defaulting continuously in this respect, the penalty may be enhanced of the 50/- per day for each day of default subject to a maximum of 5 percent, of the estimated cost of the work put to quotation. The decisions of the Engineer-in-charge shall be final and binding on the parties.

13 (f) Hutting for labour the contractor (s) shall at his/their own cost provide his Their labour with a sufficient number of huts (the ten after referred to as camp of the following specification on a suitable plot of land to be approved by the Engineer-in-charge.

- (1)
  - a. The minimum height of each hut at eve level shall be 7' and the following Provident will be at the of 30sq. ft. for each member of the workers family Staying with the labourer.
  - b. The contractor (s) shall in addition construct suitable cooking place having a minimum area 6x5' adjacent to the hut for each family.
  - c. The contractor (s) also construct temporary latrins & urinals for the use of the labourers each on the scale not less than four per each one hundred of the total strength separate latrins and urinals being provided for weman.
  - d. The contractor (s) constructs sufficient number of bathing and washing places One unit for every 25 persons residing in the camp these bathing and washing places shall be suitable screened.
- (2)
  - a. All the huts shall have walls of sun dried or burnt bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-

charge in case of sun dried bricks the walls should be plastered with gobri on both sides. The floor may be Kutcha but plastered with gobri and shall be least 6'' above the surrounding grounds the roofs shall be laid with thatched or any other materials as may be approved by the Engineer-in-charge and the contractor shall insure that through out the period of heir occupation the roofs remain water-tight.

b. The contractor (s) shall provide each hut proper ventilation.

c. All doors, window and ventilators shall be provided with suitable leaves for security purpose.

d. Here shall be kept an open space of at least 8 yards between the rows of huts Which may be reduced to 20, ft according to the availability of site with the Approval of the Engineer-in-charge back to back construction will be allowed.

- (3) Water supply-The contractor (s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than 2 gallons of pure and whole some water per head per day for drinking purpose and 3 gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available. Supply shall be at stand poses where the supply is room wells or river, tanks which may be of metal or masonry shall be provided. The contractor (s) shall also at his/their own costs make arrangement for lying life lines for water supply to his/their camp, from the existing mains where ever available and shall pay all fees and charges there for.
- (4) The site selected for the camp shall be high ground, removed from jungle.
- (5) Disposal of Excreta. The contractor (s) shall make necessary arrangements for the disposal of excreta from latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed the contractor (s) shall make arrangement for the removal to excreta through the Municipal Committee/authority and inform it about the number of labourer employed so that arrangements may be such committee/authority for the removed of the excreta. All charges on this account shall be born by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every 8 seats in case of dry system.
- (6) Drainage the contractor (s) shall provide efficient arrangements draining away sullaga water so as to keep the camp near and dity.
- (7) The contractor (s) shall make necessary arrangements for keeping the same area sufficiently lighted avoided accidents to the worker.
- (8) Sanitation The contractor (s) shall make arrangements for conservancy and sanitation in the labour camps according to rules of the Local Public Health and Medical Authority.

13 (G) In respect of all labour directly or indirectly employed in the work for performance of the contractor's parts of this agreement the contractor shall at his own expense

arrange for the safety provision as per C.P.W.D. safety code framed from time to time and shall at his own expense provided for all facilities in connection there with. In cases the contractor fails for making arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs. 50/- for each defuli and in addition the Engineer-in-charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred in that behalf from the contractor.

14. Except were otherwise provided in the contract all questions and disputes relating to the meaning of the specification designs drawing and instructions herein mentioned as to the quality of workmanship or materials used on the work or as to any other question claim right matter or thing what so ever in any way arising out of or relating to the contract, design drawing, specifications estimates instructions orders or these conditions or other wise concerning the works or the execution of failure to execute the same whether arising the progress of the work or after the completion abandonment thereof shall be referred to the sole arbitration of the person appointed by the C.E.C.P.W.D. incharge of work at the time of such appointment, it will be no objection to any such appointed that the arbitrator so appointed is a Government servant that he had deal with the matter to which the contract relates and that in the course of his duties as Govt. servant he had expressed views on all or any of the matters in disputes or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such C.E. or administrative head as aforesaid at the time of such transfer vacation of office or inability to act shall appoint an other person to act as arbitrator in accordance with the terms of the contract, such persons shall be entitled to proceed with the reference from the stage at which it was left by his predecessor, it is also a term of this contract that one person other than a person appointed by such C.E. or administrative heads of the C.P.W.D. as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all.

Subject as aforesaid the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment there of and the rules made under and for time being in force shall apply to the arbitration proceeding under this clause.

It is a terms of the contract that the parties invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of such dispute.

The arbitrator (s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

15. On the breach of any terms or conditions of this contract by the contractor, the said President shall be entitled to forfeit the security deposit or the balance there of that may at that time be remaining and to realize and retain the same as damages and compensation for the said breach but without prejudice to right of the said President to recover any further sums as damage from any sums due or which may become due to the contractor by Government or other wise how so ever.

**Name of work:- Supplying of batteries for D.G. Sets at IGNOU Campus, Maidan Garhi.**

***SPECIFICATION & SPECIAL CONDITIONS:-***

1. Unless otherwise specified the work shall be carried out in accordance with the printed CPWD specification 1977 for the works at Delhi correction slips issued till the date of opening of tenders/quotations. In the event of any dispute the following shall be the order of priority to decide the issue:-
  - a. Nomenclature of item read with special conditions of the contract and general specifications
  - b. CPWD specifications
  - c. ISI specifications
  - d. Instructions of Engineer In charge.
2. Before quoting the contract shall inspect the site of work and shall fully acquaint himself about the conditions with regard to accessibility of site required for the satisfactory execution of work. No claim whatsoever shall be entertained by the department on this account.
3. The quantities shown in the schedule are tentative and may change as per site conditions. The payment shall be made as per actual quantities of work done and as per the conditions of the contract.
4. The make & brands for the materials required for the work shall be used as in the schedule of items & to be got approved by the contractor from EE(E), before its supply. The agency has to submitted warranty cards along with bill before payment.
5. The contractor shall quote the rates for all individual items inclusive of all taxes and cartage. Noting extra beyond to the quoted rates shall be entertained.
6. The goods which are not according to the specifications shall not be accepted and the agency is responsible for taking back the materials for which nothing extra shall be paid.
7. The period of validity of rates quoted by the agency will be for 01 year i.e. from the date of award. Nothing extra will be paid beyond to their quoted rates during the specified supply period and the agency shall supply the requisite quantity to the department as and when required with in the specified time.
8. The batteries supplied by the agency shall stand warranty as given by the manufacturer.
9. P.G. @ 5% shall be deposited to the department on the tendered amount by the agency before award of work. S.D. @5% will be with hold while releasing of payment & same will be refund after expire of warranty/defect liability period.
10. If the lowest agency back out then the EMD deposited will be forfeited as per rule. Also the agency will be debarred in participating IGNOU Works fore period of 3 years.

**(U.P.SHARMA)**  
**Executive Engineer (E)**

**Schedule of Quantity**

**Estimated Cost: Rs.1,23,800/-**

**Issued to:-**

**Earnest Money Deposit: Rs.3,095/- (Demand Draft/Pay order only  
in favour of IGNOU)**

**Date of opening:**

**Time Allowed: One Year**

**Name of Work: Supplying of batteries for D.G. Sets at IGNOU Campus, Maidan Garhi.**

Sl. No	Description	Qty.	Unit	Rate	Amount
1.	Supplying of maintenance special batteries for genset of 'Exide Make' with 24 months warranty as described below:-  (i) GP 110D, 31/R/L - (for 82-380 KVA) (ai) GP 115 E4/L - (for 380-1010KVA)	6 nos. 16 nos.	Each Each		
2.	Supplying of maintenance free batteries 12V,7AH of Exide Make, Model EP-7.	25 nos.	Each		
3.	(i). Less scrap for old batteries of 12V, 180AH, Exide Make. (ii). Less scrap for old batteries for 12V, 7AH, Exide Make, EP-7/Power safe.	22 nos. 25 nos.	Each Each		

**(U.P.SHARMA)**  
**Executive Engineer (E)**



## NOTE

In this Agreement wherever the word mentioned under Column 'A' appear the same may be construed to mean the word opposite to it in Column 'B' except for CPWD Contractor Labour Regulation, CPWD Safety Code, CPWD Specification and Delhi Schedule of Rates CPWD.

### **‘A’**

### **‘B’**

Central PWD, CPWD	Indira Gandhi National Open University
President of India	Vice –Chancellor, IGNOU
Chief Engineer	Chief Project Officer, IGNOU
Superintending Engineer	Chief Project Officer, IGNOU
Divisional Officer) Engineer Incharge)	Executive Engineer (E), CMD, IGNOU
Sub-Divisional Officer	Assistant Executive Engineer (E), CMD, IGNOU

16. Without prejudice to any of the right or remedies under this contract. If the contractor dies the Executive Engineer (E) on behalf of President of India shall have the option of terminating the contract without compensation of the contractor.

17. (1) Whenever any claim against the contractor for the payment of a sum or money arises out or under the contract Government shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor and to sell any Govt. promissory Notes etc. forming the whole or part of such security. In the event of the security being insufficient or if no security has been taken from the contractor then the balance or the total sum recoverable as the case may be, shall be deducted from any sum hence due or which at any time there after may become due from the contractor under this or any other contract with the Government. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to Government on demand the balance remaining due.

(2) Government shall have the right to cause an audit and technical examination of the works and the final bill of the contractor including all supporting vouchers abstract etc. to be made after payment of final bill and it as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under contract and found not to have been executed the contractor shall be liable to refund the amount of the over payment and it shall be law full for Government to recover the same from him in the manner described in sub

clause (1) of this clause or in any other manner legally permissible and if as a result of audit and technical examination it is found that contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor.

PROVIDED That Government shall not be entitled to recover any sum overpaid, not the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.

STANDING ORDER No. 1010 dated 19.02.1963.

In Form No. P.W.D.- 9 in the Books of forms (First Edition, First Reprint) referred to in Para 16 of the Central P.W.D. code Revised Edition, 1969, and the following after clause 6.

.....

The Security Deposits of contractor shall not be refunded before the expiry of the six months after the issue of certificate, final or other wise of completion of supply or till the final bill has prepared and passed, whichever is later.

Contractor.....

Executive Engineer (E)

## **Correction slips of P.W.D. 9 Quotation From for Supply**

**C.S. No. 1 (Clause 13A of PWD-9) :** This Tender/quotation is submitted on the understanding that we shall be responsible for delay or failure to execute orders placed against this quotations directly or indirectly caused by or due to act of Govt. of Mobilization, demobilization requisition force major lock outs, labour disturbances trade disputes strikes fire pertilence damage or accident to our machine or by other even or circumstances what so ever beyond our machinery or any of the above said causes or not (this includes delay or any failure to execute the order occasioned by fulfillment by us of any other commitments in cases where directly or indirectly, due to any other causes and or consequences due date or dates or such commitment have been extended.

**C. S. No. 2 (Clause 13 (ad) PWD-9) :** In the case of Union Territory of Delhi however as the all inclusive minimum daily rates of wages fixed under notification of the govt. of India in the Ministry of Labour & Employment No. 66 (1)/69-1 (B) dated 15.05.69 are inclusive of wages for the weekly day of rest the question of extra payment for the weekly holiday would not arise.

**C. S. No. 3 (Clause 14 PWD-9) :** It is also a term of the Contract that if the contractors do/does not make any demand for arbitration in respect of any claim (s) in writing with 90 days or receiving the intimation from the Govt. that the bill is ready for payment the claim of the contractors will be deemed to have waived and absolutely barred and the Govt. shall be discharged and released of all liabilities under contract in respect of these claims.