

**(I) OBLIGATION OF THE AGENCY:**

1.	The agency has to maintain all machineries in working condition i.e. oiling, greasing, packing, glain-dori, nut & bolts etc. No extra charges will be paid in this account by the University.
2.	The collecting well, screening well and all main holes will be kept silt free and the silt /malba will be lifted by the Agency and disposed off at the area allocated by the University. No extra charges will be paid in this account by the University.
3.	The agency should follow all the safety norms during cleaning, maintenance and operation of system/sewer line.
4.	The agency should have all the safety equipments like safety belt/helmet, emergency (First Aid Kit), air blower, gas mask respirator, pure Oxygen respirator, lighting arrangement, etc. which are necessary for safety purposes.
5.	Each of the sewer maintenance gangs shall be under the supervision of a competent person well trained in the use of sewer cleaning and safety equipments and qualified to render first aid service in case of emergencies.
6.	If a sewer is damages, it has to be tackled separately and not by routine maintenance personnel.
7.	Based on needs, a schedule of cleaning of all the sewers in the system has to be prepared and followed. The frequency of cleaning depends on the nature of sewage flowing in a particular section and the velocities obtained in the sewers during the peak flow.
8.	The sewer gang for this type of work should consist of specially trained men who are aware of the hazards and capable of coping with situations calling for prompt action. The supervision in this case should be entrusted to a responsible person well versed in the use of the special sewer cleaning equipment, safety equipment and in first aid.
9.	Where the material of the sewer, especially concrete is damage, the cause must be investigated and due rectification carried out. If flows much lower than the designed ones lead to low velocities and consequent septicity resulting in the production of hydrogen sulphide, routine chlorination of the sewage may have to be considered.
10.	All type machines and equipments for cleaning and desilting of sewer line, screening and collecting well will be arranged by the agency itself.
11.	Operator/Sewerman and other technical staff related for the job should be well experienced and sufficient.
12.	All type of major B/D of machineries/pumps/valves to be repaired by the University. However, the same may also be asked to be repaired by the agency on actual cost basis + 10% contractor profit.

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13.	The standby arrangement of machineries/pumps for operation of disposal point will be provided by the University. However, the same shall be got fitted and operated by the agency without extra charges.
14.	Oiling, greasing, glane dori, packing, nuts & bolts etc. for servicing and minor repair will be arranged by the agency without extra cost.
15.	All the sewer line should be cleaned mechanically/manually well before the start of raining season, the cleaning certificate of which will be given by the concerned SDE after thoroughly inspection.

**(II) GENERAL TERMS AND CONDITIONS:**

1.	The Electricity charges will be born by the University.
2.	Some machinery available of disposal point will be handed over to the Agency at site as per the list at Annexure 'A'.
3.	The route plan including dia of sewerage line laid in campus can be seen in the Office of Executive Engineer, MDU, Rohtak.
4.	The University will not be responsible for having any kind of mis-happening during cleaning, maintenance and operation of the system. No claim/compensation will be paid by the MDU in this account.
5.	The work will be awarded for a period of one year and may be extended for one more year or satisfactory performance of the agency.
6.	Tender should be submitted only in the prescribed form supplied by the M.D. University, Rohtak. Forms are non-transferable and can be submitted only by the purchaser/party in whose name those are issued. Violation of this provision will automatically debar the tender from consideration.
7.	All entries would be made in ink and any correction should be attested by signatures of tenderer over the firm's seal. Over-writing will not be accepted. Incorrect words/figures should be crossed and correct figures rewritten. Conditional tender will be considered as invalid.
8.	Near relatives of an employee responsible for award and execution of this contract in the M.D. University, Rohtak are NOT PERMITTED to quote. Tenderers shall be obliged to intimate M.D. University, Rohtak the names of persons who are near relatives of any employee of M.D. University, Rohtak and who are working with the tenderer in their employment or are subsequently employed by them. Any violation of this condition, even if detected subsequent to the award of contract, would amount to breach of contract on tenderer's part entitling the M.D. University, Rohtak to all rights and remedies available thereof.
9.	Rates quoted would be valid and binding on the tenderer upto 4 months from the date of closing of tender unless extended by mutual consent in writing. Breach of this provision will entail forfeiture of the Earnest Money.
10.	The M.D. University, Rohtak reserves the right to: a. Negotiate with any or all tenderers. b. To divide the work among the contracts at the discretion of the M.D. University, Rohtak. c. To reject any or all tenders either in full or in part without assigning any reason whatsoever and. d. To engage additional contractors at any time without giving any notice whatsoever to the contractor/s already appointed against this tender.

11.	Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the M.D. University, Rohtak will be considered applicable at the time of any dispute.
12.	It is mandatory for the contractor to abide by all the Safety, Health and Environment related norms as in force during the period of contract / in case of violation of any of the above norms by the contractor, a penalty may be imposed per occasion basis.
13.	Similarly, in case of violation of any of above norms resulting in any physical injury, a penalty may be imposed per injury.
14.	It is advised in the interest of the contractor to take an appropriate insurance policy which can cater to the needs of such incidents.
15.	The contractor will be abide by the rules, regulations, by laws of States / Centre and other Legislation etc. imposed by the Government / Semi Government and other local authorities, for execution of this job
16.	M. D. University, Rohtak will not be held responsible, if due to certain unavoidable circumstances sufficient work is not provided to the contractor.
17.	The Contractor will be held responsible for any misconduct and misbehavior of his employees inside the plant.
18.	Tenders submitted with counter-conditions may not be considered and liable to be summarily rejected. If it is found by the M.D. University, Rohtak that the information/ details submitted in the tender documents are incorrect /fictitious, then the tender will be rejected outright ever at a later date.
19.	No labour shall be allowed to remain inside our MDU Campus if not required by the M.D. University, Rohtak
20.	The contractor must ensure that payment to the labours is made within 7 days of the completion of the month failing which M.D. University, Rohtak will have the right to make payment to the labours totally at the risk and cost of the contractor and same shall be deducted from the contractor's bills.
21.	The contractor shall ensure the regularity of the staff. Daily replacement of staff with new staff will not be allowed.
22.	Wearing of uniforms by the contractor's staff during duty hours shall be compulsory. The contractor shall provide uniform having firm's icon to its staff and issue identity cards to its staff for purpose of identification. The ID cards shall also bear the signature of the designated officer of the University.
23.	Any other services felt essential will be added to this contract on mutually agreed terms and conditions.
24.	The University shall not provide any accommodation to the employees of the contractor.

25.	The agency shall indemnify/compensate MDU and its properties for all losses caused or likely to be caused by any omission/neglect / action, demand, proceedings, prosecutions, attachments, non –payment of taxes, non-clearance of liabilities, non –observance of statutory laws /rules of the local bodies / State/ Central Governments and the like arising due to agency's or workmen's fault and /or deficiency.
26.	The dispute if any shall be subject to the jurisdiction of courts at Rohtak. Any other jurisdiction mentioned in the quotation/ tender or invoices or any other document shall have no legal sanctity.
27.	Any dispute arising with regard to any aspect of the contract shall be settled through mutual consultations and agreement between the contractor and the University. In case settlement is not arrived at, the dispute (s) will come under the purview of Indian Arbitration Act 1996 and the area of jurisdiction shall be Rohtak.
28.	The obligations of agency and MDU have been spelt out of this MOU. However, during the operation of the agreement, circumstances may arise which may call for amendment or modification of the terms and conditions of this agreement. In such a situation, the amendments / modifications as may be mutually agreed upon shall be incorporated in this agreement.
29.	The University shall not be responsible for payment of any claim whatsoever made by the employees engaged by the agency. The service provider will ensure all the safety precautions required for a job and ensure that his workmen are insured to cater for any mis-happening inspite of all the precautions.
30.	The university shall not be liable for discharging any financial, judicial and/or administrative commitments made by the agency to any entity whatsoever.
31.	The agency shall be solely responsible for fulfilling obligations towards its staff under various laws of State/Central Government & further amended time to time. The contractor, being the principal employer, shall be responsible for payment of wages to his staff at the rates of D.C. rates from time to time.

2.	<b>Doubts/Ambiguities</b> If any doubt or ambiguity arises as to the meaning and effect of any provision (s) of this agreement, the same shall be referred to the Vice-Chancellor, MDU Rohtak for clarification. The clarification so provided by the Vice-Chancellor shall be binding on both parties.
33.	Other “General Rules and directions for the guidance of contractors” containing 18 pages attached at Annexure ‘C’ will form part of the MOU.
34.	The service provider shall raise the bills to the Engineer-in-Charge (EIC) on monthly basis who will process the bills after fully satisfying himself.
35.	MDU shall make payment of the bills after submission of correct and complete bills alongwith satisfactory report of the work from officers referred to.
36.	TDS towards income tax and any other statutory taxes/cesses/levies as per rules prevalent at the time shall be deducted at source and deposited with the quarter concerned.
37.	MDU may secure additional man power for housekeeping & maintenance etc. from the agency on prevailing minimum wages + 10% contractor’s profit for a specific purpose and specified period.
38.	The agency should attach the details of salary given for the previous month of all workers engaged by him along with the proof of E.S.I./P.F. etc. deposited and other details as per the direction of Engineer-in-Charge.

**NOTE :-**

1. Many of the causes leading to the clogging of sewers can be prevented by periodic cleaning and removal of silt accumulations in sewer lines including manholes while the system is functioning.
2. Corrective maintenance becomes necessary for removal of obstructions in sewers caused by excessive silt accumulation or damage leading to the breakdown of the system with flows much lower than the normal.

## Annexure 'A'

The Detail/Inventory of Machinery fixed at site of disposal in MDU, Rohtak.

1. Kirloskar make Electric motor with Pump Set 10 HP complete with control panel etc. ----- 02 Nos.
2. Kirloskar make Electric motor with Pump Set 20 HP complete with control panel etc. ----- 01 No.
3. Kirloskar make Electric motor with Pump Set 40 HP complete with control panel etc. ----- 02 Nos.
4. Kirloskar make Diesel Engine with Pump Set 20 HP complete with control panel etc. ----- 01 No.
5. Generator Set with Diesel Engine of 62 KVA Capacity ----- 01 No.