**DIVISIONAL LIBRARY (SOUTH) SECTOR-34, CHANDIGARH**

**Invitation of Bids for contract of General Services (H.R.) provider**

1. Sealed bids on prescribed form are invited for supplying Outsource services/activities for human resource Services. The last date for submission of bids in this office is 30.4.2013 up to 12:00 (Noon) sharp. The Bids will be opened on 30.4.2013 at 12:30 p.m. in the office of the undersigned. The documents with detailed terms and conditions can be downloaded from the Library website: [**www.**](http://www.)**chdstatelibrary34.org**. The undersigned reserves the right to accept/ reject any application without assigning any reason. Any legal matter will be dealt within the jurisdiction of U.T., Chandigarh.

MRS. ANJU GUPTA

Librarian.

**GENERAL RULES FOR APPLYING FOR THE SERVICES CONTRACT IN DIVISIONAL LIBRARY (SOUTH), SECTOR -34, CHANDIGARH**

**FOR THE SESSION 2013-14**

**Mode of applying for the Contract:**

 Two separate sealed envelopes Marked in Bold Letters “A” and “B” respectively both put in a single bigger sealed envelopes are to be submitted as given below:

Envelope “A” : For Technical Bid.

Sealed cover marked clearly as “A”, and containing the terms and conditions as specified, (In original, on the Bid pages as issued by Divisional Library (south)-34), and each page duly authenticated by bearing the signatures of the person applying for the contract. Any column left blank or incomplete will lead to non consideration of Technical Bid resulting in out rightly rejection of the Bid.

Envelope “B” : For Financial Bid.

Sealed cover marked clearly as “B”, and containing the rates quoted for Administrative Charges (Excluding all type of Taxes). In original, on the Bid papers as issued by Divisional Library (south) Sec-34 only, each page duly authenticated by bearing the signatures of the person applying for the contract. Any paper, other than the terms and conditions downloaded from website of Divisional Library (South) Sector -34, Chandigarh, will not be acceptable and lead to non consideration of FINANCIAL BID resulting in out rightly rejection of the Bid.

**PLEASE NOTE**

* Both envelopes marked “A” and “B”, duly sealed, to be put in a bigger envelop specifying the nature of Contract on the front side and specifying the name and address of the person applying for the Bid, on the reverse side, written boldly, in capital letters and in legible handwriting.
* Sealed envelope marked “B” for Financial Bids, shall be opened in respect of only those individuals, who fulfill the technical criteria and qualify for Financial Bids.
* **LAST DATE OF SUBMISSION OF BIDS:** The Bids must reach the Divisional Library (South), Sector 34, Chandigarh **latest by 12.00 noon Sharp on 30.4.2013**. Under no circumstances, the delayed tenders will be accepted.
* The opening of Technical and Financial Bids will be held at **12:30 p.m. on 30.4.2013 in the office of the Librarian, Divisional Library (South) Sector -34, Chandigarh.**
* The Bid committee is empowered to reject any bid, without assigning any reasons. The decision of the Bid committee will be final.

**SEALED ENVELOPE “A” FOR TECHINCAL BID**

**FOR**

**SERVICES CONTRACT (GENERAL SERVICES-HUMAN RESOURCE PROVIDER)**

**Contents of Envelope “A”**

1. Personal Particulars of the Bidder

Name of the Bidder :

1. Father’s/Husband’s Name :
2. Date of Birth :
3. Permanent Address :

Present Address

1. Telephone Number/s :
2. Mobile Number :
3. Information regarding Licese :-

|  |  |  |  |
| --- | --- | --- | --- |
| Issued authority of License | License No. | Date of issue | Valid upto |
|  |  |  |  |

1. PAN No of the applicant/Bidder :
2. Registration No of Firm (if applicable) :
3. E.S.I. Account No.(copy must be enclosed):
4. E.P.F. Account No. (copy must be enclosed):
5. Service Tax Account No. (copy must be enclosed):
6. Experience in

Any Government Institution

(Mention the Name and Address of

The Institution. Attach the CTC

Copies of the Experience Certificate clearly mentioned the actual period)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sr.No. | Name of Govt. institution | Date of Contract started | Date of completion of Contract | Period of experience |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |

**(copies of agreement and Bid will not be accepted as the experience)**

1. Have you ever been BLACKLISTED/INVOLVED in any CRIMINAL ACTIVITIES/ COURT PROCEDDINGS? State YES/NO \_\_\_\_\_\_\_\_\_\_\_\_
2. If YES, give details of Activities/proceedings.

(Furnish an AFFIDAVIT on NON JUDICIAL Stamp Paper of Rs.10/-, stating NON

INVOLVEMENT IN CRIMINAL ACTIVITIES/COURT PROCEEDINGS, duly attested by Magistrate First Class/Notary Public).

Place: (Signature of the Applicant)

Date: Address:

**Check list of documents**

1. Form of Technical Bid (Annexure-1)
2. Certificate of Registration (if required)
3. Copy off the License issued by the competent authority
4. Authority letter from competent authority (if required)
5. E.M.D.
6. Financial Bid
7. Copy of PAN No. of the Bidder
8. Returns to E.P.F. Office/Department of the Previous year
9. Returns to E.S.I. Office/Department of the Previous year
10. Service Tax return of last three years.
11. Income Tax return of last three years.
12. Profit & Loss and Balance sheet of last three years.
13. Copy of Experience certificate
14. Affidavit by the bidder regarding Non-black list and No complaint against him.
15. Affidavit by the bidder to obey various rules and regulation of various Acts applicable on him.

**ANNEXURE – I**

**AFFIDAVIT**

I/We (Name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ contractor/Partner/Sole Proprietor (Strike out which is no applicable) of (Firm)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of hereby solemnly affirm and declare that the individual/firm/companies are not black listed by any Government Department or an autonomous body.

DEPONENT

Dated, the Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**VERIFICATION**

 Verified that the contents of above affidavit are true and correct to the best of my/our knowledge and belief. No part of it is false and nothing has been kept concealed there from.

Dated, the DEPONENT

(Note: To be furnished on non-judicial stamp paper duly attested by a Magistrate/Notary Public)

**ANNEXURE-II**

**Financial BID**

Description of work: Contract for providing Unskilled & skilled staff for Divisional Library (South), Sector -34, Chandigarh as per qualification and job requirements of each category of such staff on contract basis as per details mentioned in the Bid document subject to fulfillment of other terms and conditions of the Agreement.

|  |  |  |
| --- | --- | --- |
| a | **Administrative Charges:**The Successful bidder shall quote only Administrative charges (Exclusive of all Type of Taxes/ statutory Charges on total wages of Employees to be provided as per Bid | 1. (Please quote the rate in percentage (No Cutting/overwriting)

(In figure):\_\_\_\_\_\_\_\_\_(Percent)(In Words):\_\_\_\_\_\_\_\_\_\_(Percent) |

Note: Service Tax & TDS shall be borne by the Department as per prescribed rates which are applicable from time to time as per Government of India.

 Certified that I/We have read the instructions given in the Bid documents. I/We undertake to supply the required categories and number of manpower on Deputy Commissioner Rate and shall be solely responsible to discharge the liabilities as mentioned in Para (a) above, and the administrative charges proposed by me/us in Para (a) above, are inclusive of all charges but exclusive of all taxes within the specified period as per requirements of the Divisional Library (South) Sector-34, Chandigarh. I/We have understood the contents of the terms and conditions and undertake to abide by the same as laid down in these documents.

Place:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Bidder

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_ Address:\_\_\_\_\_\_\_\_\_\_\_\_

**ANNEXURE-III**

**SCOPE OF WORK**

Qualification/Experience/Job requirement of staff at Divisional Library (South), Sector-34 Chandigarh.

|  |  |  |  |
| --- | --- | --- | --- |
| Sr. No. | Category of contractual staff to be provided |  | Job requirement |
| 1. | Library Restorer |  | * Shelving of books.
* Tooling of books and sticking of barcodes labels on books.
* Entry of girt books.
* Sticking of barcode labels.
* Checking of due date slips and book cards.
* Supervising pasting and labeling.
* To assist the librarian in all the above mentioned activities.
 |
| 2. | Data Entry Operator |  | * All type of data entries in office accounts and to operate on line salary of library, budget and treasury, office work, library membership etc.
 |
| 3. | Mali cum Peon |  | * Service of a Mali cum Peon are required to maintain greenery inside & outside the library.
* Any other duty assigned by the institute.
 |
| 4. | Lib. Attendant |  | * For keeping the material at proper places so users to get the required material/book well in time without wasting their time and also for entry and exit gate. For dusting and other Misc. work.
 |
| 5. | Peon |  | * Cleanliness in the institution/building/campus eight hours six days a week
* Cleaning/Dusting of Office/Allied rooms as may be decided by the Library daily in the morning.
* To attend the office work daily whole day.
* Distribution of Dak or attend the Call as decided by the Library daily whole day.
* Dusting of Fans/Windows Panes and removal of spider webs etc. and other library articles once a week.
* Any other duty assigned by the institute.
 |
| 6. | Security Guard cum Peon |  | * One Security Guard is required to look after the building and the property area during day time.
* Any other duty assigned by the institute.
 |
| 7. | Sweeper |  | * For cleanliness of the library premises as well as area as directed by the incharge time to time.
 |

Experience: Candidates with experience in educational institutes will be preferred.

 **TERMS AND CONDITIONS**

1. **SCOPE OF WORK:** Contract for providing General Services skilled and unskilled workers to this institute. He/She is to perform the duties as mentioned in Annexure `III’.
2. **Name of Contract:** Contract for providing “General Services (Human Resources Services)” in the Divisional Library (South), Sector -34, Chandigarh.
3. **Period of contract:** The contract shall be initially awarded for a period of **Six months from the date of award of contract, i.e. 01.04.2013 to 30.09.2013 both days (inclusive) which can be extended up to one year including the initial period of six months**, subject to satisfactory performance of services and compliance of all terms and conditions of the agreement.
4. All the bidders shall submit Earnest money deposited (E.M.D.) for Rs.10,000/- in the shape of Account Payee Demand Draft, Fixed deposited Receipt, Banker’s Cheque or Bank Guarantee from any of the Commercial Banks in the name of Librarian, Divisional Library (South) Sector-34, Chandigarh from my commercial Bank which shall remain valid for a period of more than 45 days.
5. **Performance Security:-**

(a)The successful bidder shall submit performance Security of the value of the 10% of the total estimated value of the contract in the shape of Account Payee Demand Draft, Fixed deposited Receipt, Banker’s Cheque or Bank Guarantee from any of the Commercial Banks in the name of Librarian, Divisional Library (south), Chandigarh from any commercial Bank within seven working days after the date of issuance of the letter of intent.

(b)Performance Security should remain valid for a period of more than 60 days beyond the date of completion of all contract obligations of the supplier including warranty obligations.

6. The Bid shall be awarded to the Bidders, who quotes the lowest offer of administrative charges(exclusive of various Taxes and the statutory charges) in percentage in the Financial Bid provided he/she fulfills all other terms and conditions of the Bid document. All the taxes and statutory Charges as applicable from time to time as per Govt. norms will be borne b the Department.

7. The firms shall submit reasonable and justified rates of their Administrative charges (exclusive of Various Taxes) keeping in view the applicable rate of TDS etc. Any unreasonable or unjustified rates and offer of Zero percent Administrative charges shall out rightly be rejected without assigning any reason.

8. The service provider should have a valid License/Registration Certificate, issued by Chandigarh Administration for providing General Services. The status of the bidder i.e. sole proprietor/Company/Firm, as the case may be, shall be intimated clearly along with documentary proof.

9. The contractor should have I experience of five years in the various Govt. Department/institutions in related field only.

10. The successful Bidder shall be required to execute an Agreement Deed on the format approved and supplied by this institute on stamp papers of appropriate value. The Deed will be registered with the Sub-Registrar, Chandigarh, at the cost of the Contractor.

11. The Librarian shall have absolute right and authority for suspension/revocation of said security/ bank guarantee, I case of breach of any clause of the Agreement by giving prior notice.

12. A penalty @ 1% per week of the monthly value of contract shall be imposed for non-commencement of work within the stipulated period after the issue of allotment letter or part thereof. The Director Higher Education, U.T., Chandigarh shall have the power to condone the delay reduce or remit the penalty so imposed to any extend on the written application of the contractor in case the competent authority finds that the grounds given by the contractor are reasonable and satisfactory.

13. The decision of the contract committee/Librarian with regard to the determining of quality of work/services done by the contractor or his employees shall be final and binding upon the contractor. The contractor shall, thereafter, rectify the defect so pointed out without any extra payment. The Librarian reserves the right to get the work/services so rejected done/replaced at his own level at the risk and count of the contractor after giving him a notice in writing and the expenditure incurred on this count shall be recovered from the contractor from his outstanding dues or by revocation of any or all parts of the security/bank guarantee, as he may think proper.

14. The contractor shall deploy required number of personnel to provide the said services and immediately communicate their names, parentage, residential address, age, along with Police verification etc. within 10 days from the date of their deployment. The Contractor will ensure that his employees are medically fit and free from communicable disease. The antecedents of the person to be provided by the Contractor will be verified from the appropriate authority by the Contractor at his own cost and level.

16. The wearing of uniforms to be provided by the contractor and name plates by the employees of the Contractor during duty hours is compulsory. The uniform as per approved color coding will be supplied to them by the contractor at his cost. Any person found without uniform on duty shall be charged Rs.50/- per person per day as penalty for such lapse and such penalty charge shall be recovered from the administrative charges of the contractor from the monthly bill. The competent authority may however, increase the amount of penalty in cases(s) of repeated default as may be deemed fit.

17. The Librarian or any to his officer(s) so authorized by him shall be at liberty to carry out any surprise check on the working of the persons so deployed by the Contractor in order to ensure that the required number of persons is deployed and that they are ding their duties satisfactorily.

18. On taking over the responsibility of providing said services, the Contractor shall formulate the mechanism and monthly duty assignment chart for circulation in all the areas of the deployment to the Institute for the approval of the Librarian. He will keep on reviewing his arrangements from time to time and take additional measures, if any, for further streamlining the said arrangements. He will further ensure that no person is deployed on double duty except in emergency. The Contractor as well as the staff deployed on duty shall, however, be duty bound to carry out the directions/Head of Office/Incharge of the respective Branch/Department or any such officer so authorized to do so by the Librarian in this regard from time to time. Any dereliction from such obligation shall be considered a breach of the terms of this contract.

19. The persons deployed by the Contractor for the execution of the contract shall be the employees of the Contractor for all intent and purposes and in no case; there shall be any relationship of employee and employer between the said persons and the Institute, either implicitly or explicitly. The persons so deployed shall be under the overall control and supervision of the Contractor. For that purpose he shall appoint supervisor from his own source and he shall be liable for payment of their wages etc. and all other dues within the stipulated time which the Contractor is liable to pay under the various Labour Regulation and other statutory provisions. The contractor shall ensure that the supervisor will visit the institute thrice a day i.e. morning, afternoon & evening in order to get the attendance and to ensure the presence of all the staff so deployed in campus. The Divisional Library (South)-34, Chd shall be absolved from any such liability at its own level.

20. **WAGES: -** The Contractor shall pay prevailing Deputy Commissioner Rates plus statutory charges i.e. EPF/ESI/EDLI as applicable to all his employees/Govt. bodies as per Chandigarh Administration. In case of any change of Deputy Commissioner Rate by the Department it will also be allowed by the contractor. The contractor shall provide full information in respect of the wages etc. paid by him to his employees so deployed in conformity with the provisions of the Contract Labor (Regulation and Abolition) Act, 1970 and Rules, made thereunder.

21. The Contractor shall open a bank account in the Bank branch nearest to the institute and he/she shall make the payment of wages to the persons so deployed by him through the aforesaid Bank. The employees of the contractor will also open their individual accounts in the same branch for the purpose of disbursement of salary through electronic transaction/transmission. The contractor shall furnish details of disbursement of salary to the Librarian within 5 days. This obligation is imposed on the contractor to ensure that the Contractor is fulfilling his commitments towards his employees so deployed under the various Labour Laws. The contractor shall comply with the prevailing Deputy Commissioner Rates Regulations made from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages no paid and deductions unauthorisedly made. He will maintain attendance registers, individual’s ledger/wage book, wage slip, publications of scale of wages and terms of employment.

22. The Contractor shall be responsible for fulfilling all his obligations towards the persons deployed under the Deputy Commissioner Rates as applicable and amended from time to time. The contractor shall be responsible for the deposit of employee’s and Librarian employer’s share of statutory contribution with the ESI/EPF/EDLI authorities at his own level and maintenance of such record as per rules. He will furnish proof of deposit of such contributions to the appropriate authority along with subsequent months’ wage. He will also arrange to open such ESI/EPF/EDLI accounts of all the employees deployed by him in this Institution at Chandigarh and intimate the detail to the Librarian of the institute. In case of failure on the part of contractor to deposit ESI/EPF/EDLI with the concerned authorities within the stipulated period, the contractor shall be liable to pay penalty so imposed by such authority.

23. The Contractor will be bound to provide various leaves to his/her employee appointed in the library as per norms of Chandigarh Administration and Punjab University Chandigarh.

24. The contractor will submit wage bill as per rates approved by the Deputy Commissioner, Chandigarh but as per details/table given below:-

Name of the company

Annual contract for the General Security Services.

Authority No. & Date

Date of commencement of the contract.

Wage bill for the month of \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bill NO.\_\_\_\_\_\_\_\_\_\_\_\_\_ & Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Sr. No. | Name of worker | Empl. Code No | EPF No | ESI No | Deputy Commissi- oner Rate | Days | Wages | Employee’s Share | Carry Home Salary | Employer’s Share |
|  |  |  |  |  |  |  |  | EPF 12% | ESI 1.75% |  | EPF 12% | EDLI 1.61% | ESI 4.75% |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| CATEGORY |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |

 The contractor will keep the following instructions in view while submitting the monthly wage bill(s):-

1. Separate details about the sanction of each post and deployment in the respective month.
2. Attendance Register, a muster rolls duly signed by the contractor and verified by the authorized Officer(s) of this Institution.
3. Deduction Schedule showing the individual details of deductions of EPF/ESI/EDLI to be tallied with the wage bill.
4. The contractor will certify on the bill that the monthly wage bill of all categories of contractual employees deployed by him in this Institution is complete and no person has been left and no supplementary bill will be submitted thereafter.
5. No person(s) has/have been engaged on contract basis in this Institution without the prior approval of the competent authority.
6. A spare/attested copy of bank scroll/bank challans as a proof of deposit of EPF/EDLI/ESI payment to the concerned Department will be submitted to this Institution within 5 days from the disbursement of wages.

25. In order to ensure timely payment of wages to the staff, monthly wage bills shall be raised by the Contractor by the 2nd working day of the month on the basis of original attendance-cum-work performance report duly verified by the concerned officer being authorized for the purpose.

26. The Bidder amount will be enhanced/decreased to the extent to enhancement/decrease in Deputy Commissioner Rates along with proportionate enhancement/decrease of EPF/ESI/EDLI.

27. The Contractor shall conform too the provisions of various Central/State Act(s) or the Regulations on the subject as well as terms and conditions of the contract. He will be liable for the deduction of TDS at the rate notified by Govt. from time to time on the total bill as Income Tax as per provision of the Income Tax Act. Apart from this, the contractor shall also pay Service Tax on the gross bill, if applicable, at the rates as applicable from time to time. The contractor will submit a copy of the receipt in the office of the Librarian. Service Tax, on the gross bill, may also be deducted at source, if there any instructions from the concerned authorities in this regard.

28. Any obligation and/ or formalities which are required to be fulfilled under the Contract Labour (Regulation & Abolition) Act. 1970 as amended from time to time or any other Act for the purpose of entering into and/or execution of this contract shall be carried out by the Contractor at his own expenses, etc. and the Contractor shall report the compliance thereof to the Librarian. The Contractor shall be solely liable for violation of any provisions of the said Act.

29. The Contractor shall take all-reasonable precautions to prevent any unlawful act or disorderly conduct of his employees so deployed for the preservation of peace and protection of persons and property of the Institute.

30. In case any of the persons so deployed by the Contractor does not come up to the mark or does not perform his duties satisfactorily of indulges in the unlawful act or misconduct, the contractor shall take suitable action against such employee on the direction of the Librarian, or any other officer so authorized by him in this regard.

31. In case of any complaint/defect pointed out by the institute authorities, the Contractor shall immediately replace the person so deployed.

32. Payment of leave encashment of unveiled leave (s), if any, will be the sole responsibility of the Contractor and the Librarian, Divisional Library (South) , Sector -17, Chandigarh, will not be liable to make any payment on this count.

33. The Contractor shall keep the institute indemnified through a fidelity bond of Rs.2.00 Lacs issued by a reputed insurance company against any loss caused to the institute property by way of theft, Mishandling or otherwise and the claims whatsoever in respect of the employee deployed by the Contractor at various points. He shall be liable for paying for any loss caused by them to the institute or property. In case any employee of the Contractor so deployed enters into dispute of any nature whatsoever, it will be the sole responsibility of the Contractor concerned to contest the same. In case this institute is also made a party and is required to contest the case, the cost, if any of the actual expenses incurred towards counsel fee and other expenses shall be paid to the institute by the Contractor, Further, the Contractor shall ensure that no financial or other legal liability of any nature comes on the institute in this respect..

34. The institute shall have further right to adjust or readjust or deduct any of the amounts as aforesaid from the payment to be made to the Contractor under this Contract or out of the security deposits of the Contractor.

35. In case of any deficiency in services by staff so deployed on contract basis or in the case of disobedience by the staff so deployed on duty, the Librarian or any other officer authorized by him shall be at liberty to impose penalty as may be deemed fit up to a maximum of Rs.500/- for each such occasion after giving him an opportunity of being heard in person. The decision of the Librarian shall be final and binding on the contractor.

36. Termination of the Contract:-

 The contract may be terminated in any of the following contingencies:-

 On the expiry of the contract period, without any notice;

 Or

 On giving one month’s notice at any time during the currency of services, in case the services rendered by the Contractor are not found satisfactory and in conformity with the general norms and the standard prescribed for the services;

 Or

 On assigning of the contract or any part thereof or any benefit or interest therein or thereunder by the Contractor to any third person for sub-letting the whole or a part of the contract to any third person, without any notice;

 Or

 On Contractor being declared insolvent by the Competent Court of Law without any notice;

 Or

 In case the Contractor is not interested to continue the contract subject to the conditions that the contractor shall give minimum one months notice. If the contractor does not give the requisite notice as mentioned before, then his security deposit shall be forfeited and Bank Guarantee shall be encased in proportion to the period falling short of the specified notice period;

 “Provided that during the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period”.

37. In the event or exigencies arising due to the death, infirmity, insolvency of the Contractor or for any other reason or circumstances, liabilities thereof of the contract shall be borne by the following on such terms and conditions, as the Librarian my further deem fit in public interest or revoke the contract, namely:

Legal heirs, in case of sole proprietor.

Next partners, in the case of company or firms.

Otherwise the Librarian shall reserve the right to settle the matter according to the circumstances of the case, as he may think proper.

38. In the cases of failure or default in the performance or responsibilities or breach of terms and conditions of DNIT or MOU or any agreement of contract between the company/firm/agency/person of any legal entity and Divisional Library (South), Sector -34, Chandigarh, as the case may be, the said company/firm/agency/person or any legal entity shall be black listed in the light of notification issued by Chandigarh Administration vide their letter No.1927-F&PO(3)-2009/1170 dated 27.2.2009.

39. The Contractor is bound with the various rules, regulation and Laws of various Acts applicable on him.

40. No party shall be allowed to be represented by the lawyer during any investigation, enquiry, dispute or appeal.

41. In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever (except as to matters the decision of which is specifically provide under this contract) the same shall be settled by the Librarian by constituting the Committee consisting of three members. The decision of the Committee shall be final and binding upon both the parties.

42. The work/services provided by the successful Bidder will be reviewed at the end of every session by the duly constituted Committee and if found satisfactory can be extended for the next session maximum up to a total period of three years including the initial period of six months of the contract.

43. The Courts at Chandigarh only shall have the jurisdiction for the purpose of this agreement.

 Librarian Divisional Library (South) Secto-34, Chandigarh.