

TENDER DOCUMENT

(NIT No. : RGNUL/CMW/09)

Dated : 15/07/2016

**PROVIDING & FIXING OF THE CUT PILE
DESIGNED CARPET IN AUDITORIUM AT
RGNUL CAMPUS, SIDHUWAL ON PATIALA
BHADSON ROAD, PATIALA.**

VOLUME – I



**(Construction and Maintenance Wing)
Rajiv Gandhi National University of Law, Punjab, Patiala**

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DNIT is recommended for Approval please.

University Engineer

Technical Advisor (Civil)

DNIT Approved

Technical Advisor (Civil)



RGNUL, PUNJAB
(Construction and Maintenance Wing)

TENDER DOCUMENT

TENDER NO.	~ RGNUL/CMW/ 09
NAME OF WORK	~ PROVIDING & FIXING OF THE CUT PILE DESIGNED CARPET IN AUDITORIUM AT RGNUL CAMPUS, SIDHUWAL ON PATIALA BHADSON ROAD, PATIALA
TIME LIMIT	~ 01 MONTH
EARNEST MONEY	~ Rs 25,000/-
LAST DATE AND TIME OF RECEIPT OF TENDERS	~ 08/08/2016 (UPTO 11:00 A.M.)
DATE AND TIME OF OPENING OF TENDERS (TECHNICAL BID)	~ 09/08/2016 (AT 11:30 A.M.)
COST OF TENDER	~ Rs. 5,000/-
PROCESSING FEE	~ RS. 2300/-
DATE AND TIME OF OPENING OF TENDERS (FINANCIAL BID)	~ 11/08/2016 (AT 11:00 A.M.)

(NOTICE INVITING TENDER)

CONTRACTOR/CONTRACTING AGENCY

WITNESS

REGISTRAR

E-TENDER NOTICE**NIT No. 09/E-Tender Dated 15.07.2016**

RGNUL invites item rate tenders from Registered Companies, authorized distributors, Vendors & approved Government contractors particularly in this field, on a two bid system for the following work:-

Name of work	Bid Security (Rs.)	Tender Processing Fee (Rs.)	Tender form fee (Rs.)	Period of completion
1	2	3	4	5
Providing & fixing of the cut pile designed carpet in Auditorium at RGNUL Punjab at Patiala	25,000/-	2300/-	5000/-	01 Month

Schedule of Tenders

Availability of Tenders online for Bidding	Last date of Submission for Online Bids	Date and time of opening of Technical Bids	Date and time of opening of Financial Bids
23.07.2016	08/08/2016 (UPTO 11:00 A.M.)	09/08/2016 (UPTO 11:30 A.M.)	11/08/2016 (UPTO 11:00 A.M.)

Terms & Conditions:-

- It is mandatory for the interested bidders / contractors to get themselves registered with www.etender.punjabgovt.gov.in & get User Id, password & Class-III Digital signatures for participating in this E-tendering process. The Tender documents shall be purchased, accessed, filled and submitted online from the site as mentioned above (www.etender.punjabgovt.gov.in).
- The processing fees, earnest money & tender form fee shall have to be deposited online. For any query regarding this online deposition; PICTCL Numbers:- 092572-09340, 0172-3934667 may be contacted.
- For any clarification regarding E-tendering process please contact Mr. Pavitar Singh **081466-99866**.
- The detailed DNIT and other terms & conditions duly uploaded can be accessed online www.etender.punjabgovt.gov.in and <https://www.rgnul.ac.in/tender.aspx?page=50> site.
- Apart from this the same can be seen in this office on any working day between 9.00 A.M to 5.00 P.M
- Pre Bidding conference shall be held in the office of the undersigned on **02.08.2016 at 3:30 P.M.** **Queries / Suggestions** in this regards shall reach latest by **01.08.2016**, either through registered post or email cmw@rgnul.ac.in . No quarry after this date shall be entertained. The university reserves the right to accept or reject the quarry / suggestion.
- The conditional tenders contrary to DNIT will not be accepted.
- The Tender of any bidder or all the bidders can be rejected on the recommendations of the tender Scrutiny /allotment committee or due to any administrative grounds without assigning any reason.
- The bidder should keep checking the website for any Agenda/ Corrigenda in the notice/ bidding document till the submission of tender.

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10. Bidder should have PAN, Punjab VAT Registration. Anyhow, if any bidder is not having Punjab VAT registration & is found to successful, will get himself registered with the concerned department, before release of any payment.
11. Average Annual financial turnover during the last three years ending 31.03.2016 should be at least Rs 30.00 lac.
12. If **09.08.2016** is declared holiday by RGNUL, the tender will be opened on the next working day.
13. Original documents can also be seen by the RGNUL, any document found fake at any time can be debarred & black listed & the earnest money or any other amount due to the respective agency can be forfeited
14. The bidder will abide himself by all the labour laws.
15. Financial bid is required to be submitted in Indian Rupees.
16. All the materials to be used at site should be Non Chinese products.
17. **Quoted rates deemed to be inclusive of all taxes.**
18. **Providing & laying carpet with following specification:**
 - i. Construction - cut pile wilton weave.
 - ii. Fiber - 2 ply twisted yarn pp.
 - iii. Pile wt - 1100 grams / meter.
 - iv. Pile ht - 5 to 6mm.
 - v. Color fastness - As per international standards.
19. Bidder will submit **sample and design catalogue as per the above specification before 10.08.2016 by hand or by speed post** to the **University Engineer**, Construction & Maintenance Wing, Rajiv Gandhi National University of Law, Pb at Sidhuwal, Patiala, Pin 147006.
20. Financial bid will be opened only of those bidders **whose qualify technically and whose sample is approved by the university.**
21. Within 10 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Engineer on behalf of Employer a Performance / Warranty in the shape of bank guarantee for an amount equivalent to 5% of the Contract Price, valid up to **3 years + 28 days after the completion of the work.**
22. Work shall include the furnishing of all materials, equipment and labour to install the complete Carpet system with the manufacturer's approved adhesive.
23. It is the Vendor's / supplier's responsibility to ensure that materials delivered on site is on the decided date by the project team & it is safeguarded from the time of his purchase until he hands over the finished flooring. It is desirable to store materials in a pre decided flat, clean and dry surface.
24. Carpet floor shall be installed by a thoroughly experienced vendor and the type of installation shall be as per manufacturer's specifications. The Vendor shall inspect the premises prior to commencement of work and verify that the building is ready for installation.
25. Carpets to be laid as per the pattern indicated on drawing. All octroi, freight & handling to be accounted for and no additional amount shall be paid for the same. Rate to be inclusive of covering of carpet with 125 micron single layer plastic cover & sealing of joints with tape. Any pencil marks etc, shall be removed using ordinary pencil eraser. All damaged portions to be replaced free of cost.

26. It is the Vendor's / supplier's responsibility to check the area of the each type of flooring material before placing the order.
27. Areas like partitions thickness or columns shall not be included in the payable costs.
28. Executing agency will use maximum & full width of the carpet in most the areas, less width shall only be allowed, where there is not practically possible as per site requirements. In such areas the pattern of the carpet should match the adjoining carpet area without fail. Continuation of the pattern should not be disturbed in any case. Area not matching with the continuous pattern will be got re laid without any extra cost.
29. Executing agency will ensure that, the entire carpet is of the same lot / color.

Registrar

SECTION -I

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS / CONTRACTING FIRMS

A – GENERAL

- 1) Name of work : Providing & Laying of Carpet in the Auditorium at RGNUL Punjab at Patiala.
- 2) Scope of work : Scope of the work can be increased, decreased as per site conditions / requirement.
- 3) Give brief description and location of work : The work is located at the RGNUL auditorium at Patiala. Providing & Laying of Carpet in the Auditorium of 1000 Seater Auditorium.
- 4) List out Principal Components of the work : Carpeting of the Auditorium 1000 seater (800+200)
- 5) Approximate estimate cost :
- 6) Approximate period of completion of work from date of issue of work order to successful Bidder / contracting firm In stage-II : **01 Month**
- 7) Qualification / Tender Process Stage-I : Prequalification will be based on qualifications documents (Under Vol -1) submitted by contracting firm. In the first instance only the Vol -1 will exclusively be opened by the bidding opening committee.

Stage II: Tender

Financial bids (Vol-2) shall be opened only of those Bidder / contracting firms who have been found qualified by the RGNUL. Registrar RGNUL is not obligated to communicate the list of shortlisted or rejected Bidders / firms to all the participants.

8. Firms Eligible for pre qualification

8.1 The Bidder should submit:

- i. Copy of PAN Card and proof of having files I T Returns.
- ii. Copies of PVAT Registration
- iii. Evidence of access to or availability of credit facilities certified by the banker's equivalent of the estimated cash flow of **Rs. 30.00 lac as per Annexure B.**
- iv. Undertaking that bidder would be able to invest an amount equivalent to the contract value of work during implementation of contract as per undertaking I
- v. Latest Income Tax clearance certificate from concerned department.
- vi. Self declaration by agency of not having been debarred/black-listed by any Govt./Semi Govt. Organization/Corporation at any stage as per **Annexure A**
- vii. Confirmation certificate/ Self declaration by agency to continue the project at the same pace even if department could not make payment up to a period of two months
- viii Annual turnovers for the last three years
- ix. Proof of similar work carpet supplied / Supplied & fixed complete.
- x. Undertaking of Bid validity as per format Undertaking 2.

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8- A One Bid per Bidder / contracting firm:

Each Bidder/ contracting firm shall submit only one Bid for the work. A Bidder/ contracting firm who submits more than one Bid will cause dis-qualification.

9. Cost of Bidding documents.

The Bidder/ contracting firm shall bear all costs associated with the preparation and submission of his bids for pre qualification and the Registrar RGNUL will in no case be responsible and liable for those costs.

10. Site Visit.

The Bidder/ contracting firm, at his / its own responsibility and risk is advised to visit and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the bid and pre qualification requirements. The costs of visiting the site shall be at the Bidder's expense.

11. The successful Bidder / contracting firm shall furnish the original hard copies of all the documents / certificates / statements submitted by him at the time of concluding agreement or when called for by the Registrar, RGNUL

12. The Bidder / contracting firms submitting their Bids for pre qualification shall furnish a declaration stating that the documents and information submitted by them are genuine and accurate. In any case the document submitted by the bidder is found to be fake, bidder can be disqualified & their dues can be forfeited.

13. Validity of Bids:

- 13.1 Bid shall remain valid for a period of not less than 120 days from last date of their receipt as notified by RGNUL as per Undertaking 2.
- 13.2 During the above mentioned period no plea by the Bidder/ contracting firm for any sort of modification of the Bids based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained.

14. Signing of Tenders.

- 14.1 If the Bids for pre qualification is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co- partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given, if the tender is made by a corporation it shall be signed by a duly authorized officer who shall produce with his Bid satisfactory evidence of his authorization. Such corporation may be required before the contract is executed, to furnish evidence of its corporate existence. Bid signed on behalf of G.P.A. holder will be rejected.
- 14.2 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Bids/ Inviting Officer, or as necessary to correct errors made by the Bidder / contracting firm, in which case all such corrections shall be initialed by the person signing the Bid.
- 14.3 No alteration which is made by the Bidder / contracting firm in the bidding document, the conditions of the qualification criteria, statements quantities accompanying the same will be recognized; and, if any such alterations are made the bid of the applicant will be void.

15. SUBMISSION OF Bidding documents

Submission of Bids:

- 15.1 All the bidders should submit all the documents as per detail given in Clause 8.1 above.

16. Last date / time for Submission of the Bids.

- 16.1 Tenders must be submitted not later than the date and time specified in Notice inviting bids. In the event of the specified date / time for the submission of Bids declared as holiday, the Bids will be received on the next working day.

- 16.2 The REGISTRAR, RGNUL, PUNJAB may extend the dates for receipt of Bids by issuing an amendment in which case all rights and obligations of the REGISTRAR, RGNUL, Punjab and the Bidder / contracting firm will remain same as previously.

17. Late Bids.

Any Bid received after the last date / time prescribed in notice inviting bid will be summarily rejected.

18. Modification to the Bids.

- 18.1 No Bid shall be modified after the last date / time of submission of Tenders.

19. Process to be Confidential.

- a) Information relating to the examination, clarification, evaluation and comparison of Bids for pre qualification and recommendations for the award of tender schedules shall not be disclosed to Bidders / contracting firms or any other persons not officially concerned with such process until the short listing of the successful Bidder / contracting firm has been announced by the Registrar RGNUL. Any effort by / contracting firm to influence the processing of Bids or award decisions will result in the rejection of his Bid.
- b) No Bidder/ contracting firm shall contact the REGISTRAR, RGNUL, PUNJAB or any authority concerned with finalization of Bids on any matter relating to its Bid from the time of the Bid opening to the time the short listing.
- c) Before recommending / accepting the Bid, the Bid recommending / accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria and specifically experience. The authenticated agreements/Project completion reports of previous works executed by the selected applicants shall be called for.
- d) Bid will be finalized by the REGISTRAR, RGNUL PUNJAB in accordance with the conditions stipulated in the Bidding document and decision of the Registrar is binding and final.

20. BID OPENING AND EVALUATION

20. Bid Opening

- 20.1 The RGNUL bid opening committee will open all the Bids Vol -1 received in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in notice inviting tenders. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 20.2 At the time of opening of "Financial Bid" of pre-qualified bidders will only be opened. The responsive Bidders' names, the Bid prices, the total amount of each bid, discounts if any and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

21. Process to be Confidential

- 21.1 Information relating to the examination, clarification, evaluation, pre-qualification of agencies, comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids, pre-qualification or award decisions may result in the rejection of his Bid.

22.1 Clarification of Financial Bids.

To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, the request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 24.

- 22.2 No Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 22.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

23. Examination of Bids and Determination of Responsiveness

- 23.1 During the detailed evaluation of "Technical Bids" Envelope I and pre-qualification of Agencies, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in documents has been properly signed, is accompanied by the required securities & is substantially responsive to the requirements of the Bidding documents; and During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e. priced bill of quantities. Financial bids shall be opened in respect of Agencies who shall be pre-qualified on the basis of contents/ enclosures/ documents and information included in Envelope I.
- 23.2 A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions and specifications of the Bidding documents, without material deviation reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's right of the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 23.3 If a "Financial Bid" is not substantially responsive, it will rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

24. Correction of Errors

- 24.1 "Financial Bids" determined to be subsequently responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern.

25. Evaluations and Comparison of Financial Bids.

- 25.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub Clause 23
- 25.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid Price as follows :
- (a) making any correction for errors pursuant to Clause 24, or
- (b) making an appropriate adjustments for any other acceptable variations, deviations, and
- (c) Making appropriate adjustments to reflect discounts or other price modifications offered.
- 25.3 The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer, shall not be taken into account in Bid evaluation.

AWARD OF CONTRACT

26. Award Criteria

- 26.1 Employer will award the Contract to the Bidder whose Bid has been determined:
- (i) To be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price.

27. Employer's Right to accept any Bid and Reject any or all Bids.

- 27.1 The Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and rejects all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

28. Notification of Award and Signing of Agreement

- 28.1 The Bidder whose bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter.

- 28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 28.
- 28.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder within 21 days of the facsimile intimation sent to the Bidder.
- 28.4 Upon the furnishing by the successful bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

29. Performance Security / Completion schedule

Within 10 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Engineer on behalf of Employer a Performance / Warrantee in the shape of bank guarantee for an amount equivalent to 5% of the Contract Price, valid up to **3 years + 28 days after the completion of the work.**

- 29.1 If the performance security is provided by the successful bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a Nationalized Indian Bank acceptable to the Employer.
- 29.2 Failure of the successful Bidder to comply with the requirements of Sub-clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
- 29.3 The detailed allotment letter shall be issued on receipt of performance guarantee from the successful bidder.
- 29.4 The bid security of successful bidder will be discharged when the bidder has signed the agreement and furnished the required Performance Security.
- 29.5 Executing agency shall submit the completion schedule and sample of different material within four days from the issue of letter of intimation. These shall be approved by the Engineer-in-charge within next four days, It is made clear that the date of start shall be reckoned with date of issue of letter of intimation.

30 . Payment and Security.

- i). 60% payment as per BOQ rates shall be released within 15 days against the supply of materials at site in good condition.
- ii). Balance, 30% payment shall be released after fixing of carpet at site.
- iii). Balance 10% will be released after handing over the area to the university neat & clean as per terms & conditions.

31. Corrupt or Fraudulent Practices.

- 31.1 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with State or any other Government Agencies or Private sector undertaking, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or in execution.

- 32. Guarantee /Warranty:** The agency will be provide 1 year guarantee + 2 year warranty without any extra cost. This Guarantee/Warranty will start from date of completion, which will also covers defect liability period.

- (i) The agency will submit the warranty cards of various components as provided by the companies.**

33. Deductions:-

Following deductions shall be made from the bills:

- i). 5% Security from all the running bills
- ii). VAT as applicable.
- iii). Income Tax.
- iv). Labour cess.
- v) Any other statutory deduction.

Note :- Any increase in Vat structure will be applicable.

RELEASE OF SECURITY/PERFORMANCE GUARANTEE

- 33.1 On completion of the whole of the works, half of the total amount deducted shall be repaid to the bidder and half when the Defect Liability Period (One year from completion) has passed and the Engineer has certified that all Defects notified by the Engineer to the bidder before the end of this period have been corrected. The performance Bank guarantee shall be released after 3 years + 28 days i.e. after expiry of warranty period.
- 33.2 In case the defects pointed out by the Engineer within Defect Liability Period are not attended by the executing agency within the period given by the Engineer, the University Engineer will have the right to get it corrected from the other agency at the risk and cost of the executing agency and cost of the defects shall be deducted from the dues of executing agency i.e. from security/performance guarantee etc. No claim shall be entertained in this respect.
34. **Disputes and Arbitration.**
- 34.1 If any dispute or difference of any kind what-so-ever shall arise between the RGNUL, its authorized representative and the executing agency in connection with or arising out of this contract for the execution of work there under.
- 34.2 Whether before its commencement or during the progress of work or after the termination, abandonment or breach of the contract, it shall in the first instance, be referred for settlement to the Registrar of RGNUL and he shall, within a period of sixty days after being requested in writing by the bidder to do so convey his decision to the executing agency. Such decision in respect of every matter so referred shall, subject to arbitration as herein after provided, be final and binding upon the executing agency. In case the work is already in progress, the bidder shall proceed with the execution of the work on receipt of the decision of the Registrar as aforesaid will all due diligence, whether any of the parties requires arbitration as herein after provided or not.
- 34.3 If the Registrar has conveyed his decision to the bidder and no claim for arbitration has been filed by the executing age within a period of sixty days from the receipt of the letter communicating the decision, the said decision shall be final and binding upon the bidder and will not be subject matter of arbitration at all.
- 34.4 If the Engineer-in-charge fails to convey his decision within a period of sixty days after being requested as aforesaid the bidder may within further sixty days of the expiry of the final sixty days from the date on which the said request was made by the bidder refer the dispute for arbitration as herein after provided.
- 34.5 All disputes or differences in respect of which the decision is not final and conclusive shall at the request of either party made in a communication sent through registered A.D. post be referred to the sole arbitration of the Technical Advisor (civil) of RGNUL acting as such at the time of reference unless debarred from acting as an Arbitrator by an order of RGNUL in which event, the Vice Chancellor shall appoint any other technical officer from the persons already on the panel of RGNUL to act as arbitrator, on receipt of request from either party.
- 34.6 Employer of work shall have the authority to change the arbitrator on an application by either the bidder of the Engineer-in-charge requesting change of the arbitrator giving reasons thereof, either before the start of the arbitration proceedings or during the course of the proceedings. The arbitration proceedings would stand suspended as soon as an application for change of Arbitrator filed before the Employer and a notice thereof is given by the applicant to Arbitrator. The Employer after hearing both the parties may pass a speaking order rejecting the application or accepting to change the arbitrator simultaneously, appointing a technical officer from the persons already on the panel of RGNUL to act as arbitrator, on receipt of request from either party. The new Arbitrator so appointed may enter upon the reference a fresh or he may continue the hearings from the point these were suspended before the previous Arbitrator.
- 34.7 The reference to the Arbitrator shall be made by the claimant party within one hundred twenty days from the date of dispute of claim arises during the execution of work. If the claim pertains to rates or recoveries introduced in the final bill the reference to the Arbitrator shall be made within six calendar months from the date of payment the final bill to the bidder or from the date of registered notice is sent to the bidder to the effect that his final bill is ready by the Engineer-in-charge (whose decision in this respect shall be final and binding) whichever is earlier.

- 34.8 It shall be an essential term of this contract that in order to avoid previous claims, the party invoking arbitration shall specify the disputes on facts and calculations stating the amount claimed under each claim and shall furnish a "deposit-at-call" for ten percent of the amount claimed, on a scheduled bank in the name of the Arbitrator, by his official designation who shall keep the amount in deposit till the announcement of the Award. In the event of an award in favour of the claimant, the deposit shall be refunded to him in the proportion to the amount awarded with respect to the amount claimed and the balance, if any, shall be forfeited and paid to the other party.
- 34.9 The provisions of the Indian Arbitration Act, 1996 amended up to date or any other statutory enactment there under or modifications thereof and for the time being in force shall apply to the arbitration proceedings under this clause.
- 34.10 The Arbitrator shall award separately giving his award against each claim and dispute and counter claim raised by either party giving reasons for his award. Any lump sum award enforceable shall not be legally enforceable.
- 34.11 The Venue of arbitration shall be such place or places as may be fixed by the Arbitrator in his sole discretion. The work under the Contract shall continue during the arbitration proceedings.
- 34.12 The stamp fee due on the award shall be payable by the party as desired by the Arbitrator and in the even of such party's default, the stamp fee shall be recoverable from any other sum due to such party under this or any other contract.
- 34.13 Neither party shall be entitled to bring a claim for arbitration, if it is not filed as per the time period already specified or within six months of the following:
- a) Of the date of completion of the work as certified by the Engineer-in-charge or
 - b) Of the date of abandonment of the work or breach of contract under any of its clauses or
 - c) Of its non-commencement or no resumption of work within 10 days of written notice for commencement or resumption as applicable, or
 - d) Of the cancellation, termination or withdrawal of the work from the contractor in whole or in part and/or revision for enclosure of the contract, or
 - e) Of receiving an intimation from Engineer-in-charge that the final payment due or recovery from the contractor had been determined, for purpose of payment adjustment whichever is the latest.
- If the matter is not referred to the arbitration within the period prescribed above, all the rights and claims of the either party under the contract shall be deemed to have been forfeited and absolutely barred by time for arbitration and even for civil litigation.
- 34.14 No questions relating to this contract shall be brought before any civil court without first invoking and completing the arbitration proceedings, if the issue is covered by the scope of arbitration under this contract. The pending of arbitration proceedings shall not disentitle the Employer to terminate the contract and to make alternate arrangement for completion of the works.
- 34.15 The arbitrator shall be deemed to have entered on the reference on the day, he issues notices to the parties fixing the first date of hearing. The Arbitrator may from time to time with the consent of the parties enlarge the initial time for making and publishing the award.
- 34.16 The expiry of the contractual time limit, whether originally fixed or extended, shall not invalidate the provisions of this clause.

Check-List

S. No	Criteria	Requirements	Cross Referencing / Page no. at which required information is available (To be mentioned)	Indicate Eligibility Y / N
1	Turnover in similar work activities	Annual turnovers for the three years		
2	Experience in similar works	Proof of similar work carpet supplied / Supplied & fixed complete.		
3	PAN	Copy of PAN Card and proof of having files I T Returns.		
4	VAT	Copies of PVAT Registration		
5	Solvency	Evidence of access to or availability of credit facilities certified by the banker's equivalent of the estimated cash flow of Rs. 30.00 lac as per Annexure B.		
6	Undertaking 1	Undertaking that bidder would be able to invest an amount equivalent to the contract value of work during implementation of contract as per undertaking 1		
7	Income tax returns	Latest Income Tax clearance certificate from concerned department.		
8	Annexure A	Self declaration by agency of not having been debarred/black-listed by any Govt./Semi Govt. Organization/Corporation at any stage as per Annexure A		
9	Part of Annexure A	Confirmation certificate/ Self declaration by agency to continue the project at the same pace even if department could not make payment up to a period of 2 months		
10	Bid validity	Undertaking of Bid validity as per format Undertaking 2.		
11	Sample	<i>Bidder will submit sample and design catalogue as per the above specification before 10.08.2016</i>		

Notes:-

1. All the statements copies of the certificates, documents etc., enclosed shall be given page numbers on the right corner of each certificate, the statements furnished shall be in the formats appended to the bidding documents.
2. The information shall be filled-in by the Bidder/ contracting firm in the checklist and shall be enclosed along with bidding documents for the purposes of verification.

CONTRACTOR/CONTRACTING AGENCY

WITNESS

REGISTRAR

DECLARATION

I / WE have gone through carefully all the bidding documents and solemnly declare that I / we will abide by any penal action such as disqualification or black listing or any other action deemed fit, taken by, the RGNUL against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.

I / WE hereby declare that, I / WE have not been blacklisted / debarred / Suspended / demoted in any department or in any State due to any reasons.

Signature of the Bidder/Contracting Firm.

CONTRACTOR/CONTRACTING AGENCY

WITNESS

REGISTRAR

ANNEXURE-"A"

Self declaration by agency

1. I/ we, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s _____ have abandoned any work under Government of India or Govt. of Punjab nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand(s) and agree (s) that further qualifying information may be requested and agrees to furnish any such information at the request of the Departmental / Project implementing agency.
5. The under signed are not debarred for contract work by Govt. of Punjab or any other Agency of Government of India or any of the State Governments at present. Or the undersigned was debarred for contract work by _____ for a period of _____ and have completed my/our term.
6. The undersigned has never been convicted by any court of law for any of the offences under any Indian/ foreign laws.
7. The under signed will continue the project at the same pace even if department could not make payment up to a period of 2 months in case funds are delayed by the Client.
8. That, the information / documents submitted with the bid are correct & True, and if any false information shall lead to disqualification at any stage.

_____(Signed by an Authorized Officer of the Firm)

Title of office _____

Name of Firm _____

Date

UNDERTAKING -1

I, the undersigned do hereby undertake that our firm M/s _____
_____ would invest an
amount equivalent to the contract amount during implementation of the Contract.

(Signed by an Authorized Office of the firm)

Title of Officer

Name of Firm

Date

UNDERTAKING -2

I, _____ the undertaking do hereby undertake that our firm M/s _____ agree to abide by this bid for a period 120 days for the date fixed for receiving the same it shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by the Authorized Officer of the Firm)

Title of the Officer

Name of Firm

DATE

ANNEXURE-“B”

FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF OVERDRAFT / CREDIT FACILITIES

BANK CERTIFICATE

It is to certify that M/s _____ is a reputed company with a good financial standing.

If the contract for the work, namely “Providing & Laying of Carpet in the Auditorium at RGNUL Punjab at Patiala” is awarded to the above firm, we shall be able to provide overdraft / facilities to the extent of INR Rs 30.00 lac to meet their working capital requirements for executing the above contract.

Name of the Bank

Senior Bank Manager

Address of the Nationalized Bank

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

- a) Workmen Compensation Act 1923:- The Act provides for compensation in case of injury by accident arising out of and the course of employment.
- b) Payment of Gratuity Act 1972:- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more, on death, the rate of 15 days wages for every completed year of service. The Act is applicable to establishments employing 10 or more employees.
- c) Employees P.F. and Miscellaneous Provision Act 1952:- The Act provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
 - (i) Pension or family pension on retirement or death, as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P.F. accumulation on retirement/death etc.
- d) Maternity Benefit Act 1951:- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) Contract Labour (Regulation & Abolition) Act 1970:- The Act provides for certain welfare measures to be provided by the Bidder to contract labour and in case the Bidder fails to provide, the same are required to be provided, by the principal employer by Law. The principal employer is required to take Certificate of Registration and the **Bidder is required to take license from the designated Officer**. The Act is applicable to the establishments or Bidder of principal employer, if they employ 20 or more contract labour. (In the present Contract, the Bidder alone shall be the employer or the principal employer for all intents and purposes and under no circumstances shall the Employer or the Engineer be reckoned or treated as the principal employer.)
- f) Minimum Wages Act 1948:- The employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment. Construction of Buildings, Roads, and Runways are scheduled employments.
- g) Payment of Wages Act 1936:- It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) Equal Remuneration Act 1979:- The Act provided for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- i) Payment of Bonus Act 1965:- The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

- j) Industrial Dispute Act 1947:- The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) Industrial Employment (Standing Orders) Act 1946:- It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the State and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the employer on matters provided in the Act and gets the same certified by the designated Authority.
- l) Trade Unions Act 1926:- The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) Child Labour (Prohibition & Regulation) Act 1986:- The act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- n) Inter State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:- The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upto the establishment and back, etc.
- o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:- All the Bidders or any sub-contractor hired by the main Bidders get registration under Section 7 of this said Act. Similarly, all the construction workers shall get registration under section 12 of the Act. The registration under section 7 and section 12 shall be submitted with the bill. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) Factories Act 1948:- The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

SPECIAL CONDITIONS OF CONTRACT

CONTRACTOR/CONTRACTING AGENCY

WITNESS

REGISTRAR

SPECIAL CONDITIONS OF CONTRACT

1.1 Contract

- 1.1.1 These special conditions shall be considered as an extension and not as limitation of the obligations of the Bidder other than mentioned in "Special conditions".
- 1.1.2 The said contract comprises furnishing of all labour, materials, equipment, transportation and to do all things necessary to the proposed construction, completion and putting in operation of a system of the type and extent described in the description of work drawings and specifications including any necessary adjustment or correction. The work shall be complete in every respect, including painting. All necessary precautions shall be taken against damage from leakage and condensation. The installation shall be tested and approved, satisfactory to the Engineer in-Charge and in accordance with local laws covering the installation of the type and extent described in the drawings and specifications.
- 1.1.3 The Bidder shall provide without any extra charge all items whether specifically mentioned or not but which are usual or required to make a complete working plant and to ensure safe and satisfactory operation. All apparatus, appliances, materials or labour which may be necessary to complete the work in accordance with the intent or purpose of these specifications shall be furnished without extra charges, as if fully described and called for in these specifications and or shown on plans. In case of doubt the bidder shall clearly point out his interpretation of specifications and drawings.
- 1.1.4 The Bidder shall include in their tender, works contract tax, sales tax, service octroi or any other charges or fees liable by the local authorities and it shall be assumed that the Bidder's rates cover all such taxes and separate claim for these shall not be entertained.
- 1.1.5 Time shall be considered as the essence of the contract. The Bidder shall agree to commence and complete the work as provided in the time schedule for procurement, installation, commissioning and testing as per conditions of contract.
- 1.1.6 Rates/prices quoted in this tender shall be inclusive of cost of materials, labours, supervision, installation, testing and commissioning, materials erection, tools, plant appliances, cutting brick wall(Minor/ Major Civil work , painting, storage of material, service connections, transport to site, transit insurance octroi and levies, all relevant insurance charges, breakage, wastage and all such expenses as may be necessary and required for the satisfactory completion of all the items of the work and final guarantee testing and to put there in working conditions and all other requirements as called for in all the parts of these Tender Documents. The Electricity for installation or during project work will be provided by Client but Sub meter will be installed and necessary charges will be deducted in the bill/ will get deposit with RGNUL.
- 1.1.7 The Grills / Diffusers shall be charge on actual area basis.
- 1.1.8 The quoted price shall include all labeling and identification of various equipment/piping as per relevant IS color coding. In the absence of IS color coding for any equipment, the labelling and identification shall be carried out as per good practice.
- 1.1.9 Extension of the Intended Completion Date

If the agency shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the University Engineer (with corresponding time extension in Performance Bank Guarantee) within thirty days of the date of hindrance (before the expiry of time limit) on account of which he desires such extension as aforesaid and the Registrar, RGNUL shall, if in his opinion which shall if find reasonable grounds be should therefore authorize such extension of time, if any, as may in his opinion be necessary or proper. No application for extension of time received late or addressed to the Assistant University Engineer or any office other than the University Engineer shall be considered valid if the contractor fails to apply for extension as aforesaid and the work is not completed within the time limit, the contract shall be determined absolute for levy of liquidated damages. Price adjustment clause will not be operative in the extended time limit whatsoever the cause for extension of time limits.

- 1.1.7 If the work is delayed without reasonable ground, the liquidated damages shall be deducted @ 10% of the Initial Contract Price rounded off to the nearest thousand from the executing agency.

- 1.1.8 The executing agency shall make sure that, there is proper communication through phone / email with the concerned RGNUL staff.
- 1.1.9 The executing agency will make his own arrangements for boarding & lodging of his labour, besides this he will also make his own arrangement for the storage of materials of any kind.
- 1.1.10 Work shall include the furnishing of all materials, equipment and labour to install the complete Carpet system with the manufacturer's approved adhesive.
- 1.1.11 It is the Vendor's / supplier's responsibility to ensure that materials delivered on site is on the decided date by the project team & it is safeguarded from the time of his purchase until he hands over the finished flooring. It is desirable to store materials in a pre decided flat, clean and dry surface.
- 1.1.12 Carpet floor shall be installed by a thoroughly experienced vendor and the type of installation shall be as per manufacturer's specifications. The Vendor shall inspect the premises prior to commencement of work and verify that the building is ready for installation.
- 1.1.13 Carpets to be laid as per the pattern indicated on drawing. All octroi ,freight & handling to be accounted for and no additional amount shall be paid for the same. Rate to be inclusive of covering of carpet with 125 micron single layer plastic cover & sealing of joints with tape. Any pencil marks etc., shall be removed using ordinary pencil eraser. All damaged portions to be replaced free of cost.
- 1.1.14 It is the Vendor's / supplier's responsibility to check the area of the each type of flooring material before placing the order.
- 1.1.15 Areas like partitions thickness or columns that is not carpeted shall not be included in the payable costs.

1.2.8 Changes in the Quantities:

Quantities taken in the Bill of Quantities are tentative and If the final quantity of the work done differs from the quantity in the Bill of Quantities for a particular item by more than 20 percent provided the change exceeds 1% of the initial Contract Price, the Engineer shall adjust the rate to allow for the change.

- 1.2.9 The contractor shall provide the Engineer with a quotation for carrying out the variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Engineer and before the variation is ordered.
- 1.2.10 If the Bidder's quotation is unreasonable, the Engineer may order the variation and make a change to the contract price which shall be based on Engineer's own forecast of the effects of the Variation on the Contractor's costs. No claim on this account shall be entertained. No extension in time limit on this account shall be entertained.

1.3 Guarantee :

- 1.3.1 ***Guarranty/Warranty: The agency will furnish one year guarantee and further two years warranty.***
- 1.3.2 After completion of each unit the cleaning& removal of debris etc. shall be carried out side by side during the execution of work as well as on the completion. All debris shall have to be removed by the bidder and the completed work to be handed over free of debris and allied structures created with the construction work.
- 1.3.3 If any damage is made to civil or any other works that will be restored to its original condition by the bidder at his own cost. Failing which same shall be got restored to its original shape on the risk & cost of the executing agency
- 1.3.4 Any material left at site one month after completion of work shall become the property of the University and no payment shall be made to the bidder for the material.
- 1.3.5 The bidder shall be responsible for housing, sanitation and medical treatment of the labour employed on the work and shall carry out all the Rules framed on the subject.

SPECIAL NOTES TO TENDERERS

1. While quoting rates for each item of work, the contractor shall include for the following irrespective whether it has been mentioned or not in the description of the item without any extra claim / payment.
All items are to be supplied and placed in position.
3. As soon as the work is completed in all respect, the contractor should remove all surplus materials, equipment, packaging, debris waste materials etc. And clean the areas to the entire satisfaction of the Engineer in charge.
4. Any sub standard materials used will be rejected and has to be replaced by the Contractor at his own cost. The rejected materials shall be removed immediately.
5. The Contractor shall engage one competent and qualified persons at Site, solely for this work, who shall take the instruction from the Engineer / consultant and supervise the work. The work should not suffer due to lack of supervision at site.
6. The contractor is required to coordinate his work along with other agencies working at site. He has to reimburse any of the damage made by him or any of his representatives to any of the other agency working at site or the work already completed.
7. Unless otherwise provided specifically in the description of items of the work. The rates tendered by the contractor shall be for complete items of the work covering all materials labor ,carriage, royalties, fees, rents, all taxes including service tax etc, Octroi, wastage, tool plant equipment, transport, temporary constructions over head charges and profits as well as general liabilities obligations and risks arising out of the condition of contract and carrying the work. No extra charges whatsoever consequent on any misunderstanding or otherwise shall be allowed.
8. Any damage caused to the existing work including finished work by the Contractor while executing the work shall have to be restored by the contractor at his own cost, failing which the same shall be got done by the university & amount recovered from the dues of the contractor.
9. The dimensions mentioned in drawing and specification will be verified at site before fabrication of any item and can vary by 5% during approval stage.
10. The safe custody and up-keep till handing over, is the sole responsibility of the contractor. The Contractor shall employ sufficient supervisory personnel and watchmen to ensure that the different items fabricated, supplied by him are kept in fine condition till they are handed over satisfactory.
11. All materials, articles and workmanship shall be the respective kind for the class of work described in the drawings and specifications. All materials ,so used in the different items of work shall be subject to the "BEST" 4 used in the specifications shall mean that in the opinion of the Consultant/ owner there is no superior quality of finished of material or article in the market available in the nature of the particular item described in the schedule of quantities. The consultant /owner shall have the power to make the contractor purchase and use such materials of particular make or from a particular source as may, in his opinion, be necessary for proper or reasonable compliance with specification and description of the different items of work.
12. The contractor shall keep the site of works neat clean during the execution of the work. Any debris found at or near the site of work shall be got removed immediately as and when so required by the main consultant or owner.

TECHNICAL **SPECIFICATIONS**

CONTRACTOR/CONTRACTING AGENCY

WITNESS

REGISTRAR

	Providing & laying carpet with following specification:
	Construction - cut pile wilton weave
	Fiber - 2 ply twisted yarn pp
	Pile wt - 1100 grams / meter
	Pile ht - 5 to 6mm
	Color fastness - As per international standards

1. Bidder will submit sample and design catalogue as per the above specification before 10.08.2016.
2. Financial bid will be opened only of those bidders who qualify technically and as/ design part.
3. (i) Guarantee of carpet shall be of one year from the date of completion.
(ii) Warranty shall be for 2 years after expiry of one year guarantee
(iii) Bank guarantee of 3 years + 28 days shall be furnished by the agency for the above said guarantee/warranty.
4. Work shall include the furnishing of all materials, equipment and labour to install the complete Carpet system with the manufacturer's approved adhesive.
5. It is the Vendor's / supplier's responsibility to ensure that materials delivered on site is on the decided date by the project team & it is safeguarded from the time of his purchase until he hands over the finished flooring. It is desirable to store materials in a pre decided flat, clean and dry surface.
6. Carpet floor shall be installed by a thoroughly experienced vendor and the type of installation shall be as per manufacturer's specifications. The Vendor shall inspect the premises prior to commencement of work and verify that the building is ready for installation.
7. Carpets to be laid as per the pattern indicated on drawing. All octroi, frieght & handling to be accounted for and no additional amount shall be paid for the same. Rate to be inclusive of covering of carpet with 125 micron single layer plastic cover & sealing of joints with tape. Any pencil marks etc., shall be removed using ordinary pencil eraser. All damaged portions to be replaced free of cost.
8. It is the Vendor's / supplier's responsibility to check the area of the each type of flooring material before placing the order.
9. Areas like partitions thickness or columns that is not carpeted shall not be included in the payable costs.

SECURITIES AND OTHER FORMS

CONTRACTOR/CONTRACTING AGENCY

WITNESS

REGISTRAR

PERFORMANCE BANK GUARANTEE OF BIDDER

Bank Guarantee No.: _____ dated : _____

Issuer of Bank Guarantee :

_____ (name of the bank)

(hereinafter referred to as the "Bank")

Beneficiary of Bank Guarantee :

Registrar,
RGNUL.
On behalf of
Employer RGNUL.

Nature of Bank Guarantee :

Unconditional and irrevocable Bank Guarantee.

Context of Bank Guarantee :

Contract Agreement dated _____ (hereinafter referred to as the "Agreement"), executed between the Employer acting through the Registrar RGNUL, Patiala ("hereinafter referred to as the "Employer") and _____ (hereinafter referred to as the "Bidder") for **"Providing & fixing of the cut pile designed carpet with 8 mm profile in Auditorium at RGNUL Punjab at Patiala"**.

Provided however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner be relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The titles of this Guarantee i.e. "Performance Bank Guarantee" shall in no manner and at no stage be relied upon to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee.

Operative part of the Bank Guarantee :

1. At the request of the Bidder, we _____, _____ (name and address of the bank), (hereinafter referred to as the "Bank"), do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the Employer i.e. the beneficiary on behalf of the Bidder, upto a total sum of Rs. _____ Lakhs (Rupees _____ Lakhs Only), such sum being payable by us to the Employer immediately upon receipt of first written demand from the Employer.

2. We unconditionally and irrevocably undertake to pay to the Employer on an immediate basis, upon receipt of first written demand from the Employer and without any cavil or argument or delaying tactics or reference by us to Bidder and without any need for the Employer to convey to us any reasons for invocation of the Guarantee or to prove the failure to perform on the part of the Bidder or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs. _____ Lakhs (Rupees _____ Lakhs Only).

CONTRACTOR/CONTRACTING AGENCY

WITNESS

REGISTRAR

3. We hereby waive the necessity of the Employer demanding the said amount from Bidder prior to serving the Demand Notice upon us.

4. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the Employer that the Employer shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by Bidder, which are recoverable by the Employer by invocation of this Guarantee.

5. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the Employer through Registrar, RGNUL, Patiala on behalf of RGNUL, Patiala.

6. We unconditionally and irrevocably undertake to pay to the Employer through Registrar RGNUL, Patiala on behalf of the RGNUL any amount so demanded not exceeding Rs. _____ Lakhs (Rupees _____ Lakhs Only) notwithstanding any dispute or disputes raised by Bidder or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the Employer, shall be a valid discharge of our liability for payment under this Guarantee and the Bidder shall have no claim against us for making such payment.

7. This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until _____.

Notwithstanding any contained herein:

Our liability under this Bank Guarantee shall not exceed Indian Rs. _____ lakhs (Rupees _____ Lakhs Only).

This unconditional and irrevocable Bank Guarantee shall be valid w.e.f. _____ to _____.

We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if the Employer through Registrar, RGNUL, Patiala on behalf of the RGNUL serves upon us a written claim or demand on or before _____.

Authorized Signatory
For Bank

UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No.: _____ dated : _____

Issuer of Bank Guarantee:

_____ (name of the bank)

(hereinafter referred to as the "Bank")

Beneficiary of Bank Guarantee :

Registrar,
RGNUL,
On behalf of RGNUL.

Nature of Bank Guarantee:

Unconditional and irrevocable Bank Guarantee.

Context of Bank Guarantee :

Security for Mobilization Advance in pursuance of Clause 51.1 of the Engineering Procurement and Construction (EPC) Contract Agreement dated _____ (hereinafter referred to as the "Agreement"), executed between the RGNUL acting through the Registrar, RGNUL ("hereinafter referred to as the "Employer") and _____ (hereinafter referred to as the "Bidder" ***Providing & fixing of the cut pile designed carpet with 8 mm profile in Auditorium at RGNUL Punjab at Patiala***) (hereinafter referred to as the "project"), provided however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner be relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee.

Operative part of the Bank Guarantee:

1. At the request of the Bidder, we _____, _____ (name and address of the bank), (hereinafter referred to as the "Bank"), do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the Employer i.e. the beneficiary on behalf of the Bidder, upto a total sum of Rs. _____ Lakhs (Rupees _____ Lakhs Only), such sum being payable by us to the Employer immediately upon receipt of first written demand from the Employer.

2. We unconditionally and irrevocably undertake to pay to the Employer on an immediate basis, upon receipt of first written demand from the Employer and without any cavil or argument or delaying tactics or reference by us to Bidder and without any need for the Employer to convey to us any reasons for invocation of the Guarantee or to prove the failure on the part of the Bidder to repay the amount of Mobilization Advance or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs. _____ Lakhs (Rupees _____ Lakhs Only).

CONTRACTOR/CONTRACTING AGENCY

WITNESS

REGISTRAR

3. We hereby waive the necessity of the Employer demanding the said amount from Bidder prior to serving the Demand Notice upon us.

4. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the Employer that the Employer shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by Bidder, which are recoverable by the Employer by invocation of this Guarantee.

5. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the Employer (i.e. Registrar, RGNUL, Patiala on behalf of the Vice Chancellor, RGNUL, Patiala).

6. We unconditionally and irrevocably undertake to pay to the Employer (i.e. Registrar, RGNUL, Patiala on behalf of the Vice Chancellor, RGNUL, Patiala) any amount so demanded not exceeding Rs. _____ Lakhs (Rupees _____ Lakhs Only) notwithstanding any dispute or disputes raised by Bidder or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the Employer, shall be a valid discharge of our liability for payment under this Guarantee and the Bidder shall have no claim against us for making such payment.

7. This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until _____.

Notwithstanding any contained herein:

Our liability under this Bank Guarantee shall not exceed Indian Rs. _____ lakhs (Rupees _____ Lakhs Only).

This unconditional and irrevocable Bank Guarantee shall be valid w.e.f. _____ to _____.

iii) We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if the Employer (i.e Registrar, RGNUL, Patiala on behalf of the Vice Chancellor, RGNUL, Patiala) serves upon us a written claim or demand on or before _____.

Authorized Signatory
For Bank

LETTER OF ACCEPTANCE

To _____ (Date)

_____ [Name and address of the Bidder]

Dear Sirs,

This is to notify you that your Bid dated _____ for execution of the _____ (name of the contract and identification number, as given in the Instructions to Bidders) for the Contract Price of Rupees _____ (_____) (amount in words and figures), as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our agency.

. You are hereby requested to furnish Performance Security, in the form detailed in Para 34.1 of ITB for _____ an _____ amount _____ equivalent _____ to Rs. _____ within 10 days of the receipt of this letter of acceptance valid upto 28 days from the date of expiry of defect liability period i.e. upto _____ and sign the contract, failing which action as stated in Para 34.3 of ITB will be taken.

Yours faithfully.

Authorized Signature

Name of title of Signatory

Name of agency

- _____
1. Delete "corrected and" or "and modified" if only one of these actions applies. Delete as corrected and modified in accordance with the Instructions to Bidders. If corrections or modifications have not been affected.
2. To be used only if the Bidder disagrees in his Bid with the Adjudicator proposed by the Employer in the "Instructions of Bidders"

ISSUE OF NOTICE TO PROCEED WITH THE WORK

Note: Letter of intimation shall be considered as notice to proceed with the work. The detailed acceptance letter will be sent on receipt of performance guarantee.

AGREEMENT FORM

Agreement

This agreement, made the _____ day of _____ between _____ (name and address of employer) [hereinafter called "the Employer] and _____ (name and address of Bidder) hereinafter called "the Bidder" of the other part.

Whereas the Employer is desirous that the Bidder execute

(Name and identification number of Contract) (Hereinafter called "the works") and the Employer has accepted the Bid by the Bidder for the execution and completion of such Works and the remedying of any defects therein, at a cost of Rs.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Employer to execute and complete the Works and remedy and defects therein in conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the Bidder in consideration of the Execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.
 - i) Letter of Acceptance
 - ii) Notice to proceed with the works;
 - iii) Bidder's Bid
 - iv) Condition of Contract: General and Special
 - v) Contract Data
 - vi) Additional condition
 - vii) Drawings
 - viii) Bill of quantities and
 - ix) Any other documents listed in the Contract Data as forming part of the contract.

In witnessed whereof the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____ was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said
In the presence of :

Binding Signature of Employer _____

Binding signature of Bidder _____