

# **TENDER DOCUMENT**

**E-Tender Notice No: 01/2024-25/RGNUL**

**Dated: 09/01/2024**

**Name of work:- Service of Security  
Guards for RGNUL Campus 2024-2025  
Total approximate 15 to 25 no. Guards  
(Male/ Female)**

**VOLUME – I**



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

**RAJIV GANDHI NATIONAL UNIVERSITY OF LAW, PUNJAB, SIDHUWAL, PATIALA.**

**E-TENDER NOTICE**

**NIT No. 01/2024-25/RGNUL**

**DATED 09-01-2024**

RGNUL invites online item rate tenders from Registered Companies, Furnishers, Vendors of the company/Integrators & approved Government contractors particularly in this field / Furnishers / Labour & co-operative Societies, fulfilling the qualifying criteria as per bidding documents, on a two bid system for the below noted work. All the agencies like Govt contractors, Societies & MSME approved agencies have to deposit EMD /Tender processing fee as well tender form fee as mentioned below. Bids be received up to **11.30 AM on 20.01.2024**

| Name of work   | Estimated amount | Bid Security/ EMD (Rs.) | Tender Processing Fee (Rs.)             | Tender form fee (Rs.)                   | Period of completion |
|--|------------------|-------------------------|---|---|----------------------|
| 1  | 2                | 3                       | 4                                       | 5                                       | 6                    |
| <b>Service of Security Guards for RGNUL Campus 2024-2025<br/>Total approximate 15 to 25 no.<br/>(Male/ Female)</b> |                  | <b>50,000/-</b>         | <b>1180/-<br/>Including<br/>18% GST</b> | <b>2360/-<br/>Including<br/>18% GST</b> | <b>12<br/>Months</b> |

**Schedule of Tenders**

| Availability of Tenders online for Bidding                     | Last date of submission for online bids | Date & time of opening of Technical bids | Date and time of opening of Financial Bids |
|--|---|--|--|
| From 09.01.2024<br>11.00 AM to<br>20.01.2024<br>Up to 11:00 AM | 20.01.2024<br>Up to<br>11:30 AM         | 20.01.2024<br>At<br>12:30 PM             | 20.01.2024<br>at<br>02:30 PM               |

**Terms & Conditions:-**

- It is mandatory for the interested bidders/ contractors to get themselves registered with [www.tenderwizard.com/PUNJAB](http://www.tenderwizard.com/PUNJAB) & 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.tenderwizard.com/PUNJAB](http://www.tenderwizard.com/PUNJAB)).
- The processing fees, earnest money & tender form fee shall have to be deposited online. For any query regarding this online deposition; ITI Limited Numbers: - 092572-09340, 80546-28821, 0172-5035985 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.tenderwizard.com/PUNJAB](http://www.tenderwizard.com/PUNJAB) 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.
- 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 committee or due to any administrative grounds without assigning any reason.

Contractor

Witness

Registrar

8. The bidder should keep checking the website for any Agenda/ Corrigenda in the notice/ bidding document till the last date of submission for online Bids.
9. Bidders / contracting firms should have completed only in their own name & style, similar works during the last five years:

**(A) One similar completed work costing not less than the amount equal to 80% of the bid cost. (Completion certificate)**

**(B) Two similar completed works costing not less than the amount equal to 50% of the bid cost. (Completion certificate)**

**(C) Three similar completed work costing not less than the amount equal to 40% of the bid cost. (Completion certificate)**

**(D) Four similar completed work costing not less than the amount equal to 25% of the bid cost. (Completion certificate)**

**Completion certificate from the authority for which the work has been executed shall include information towards cost, time of completion and date of completion for each work).**

10. Bidder should have also furnish copy of valid enlistment, copy of **PAN, EPF, ESI, GST Registration. No bid will be entertained without EPF and ESI registration number.**
11. Average Annual financial turnover during the last three years ending **31.03.2023** should be at least **50% of the bid cost.**
12. If date of opening of Technical Bid/Financial bid, 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, the agency 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. Quoted rates are deemed to be inclusive of all taxes including service tax.  
DNIT containing all terms and conditions can be seen in the office on any working day from 09.00 AM to 5.00 PM.
17. Date of start shall be considered after 21days from the date of issue of letter of intimation.
18. The security guard should be literate (Guards with at least 10th Certificate), able to read, write and understands, Hindi, Punjabi and English languages. They should have first aid training in the area of industrial security and in handling firefighting equipment.
19. The security guards must be smartly dressed in proper uniforms, while on duty. If at any time any of the security personnel are found to be guilty of misconduct in any manner, the security agency shall be asked to replace that person immediately.
20. The security personnel assigned duties at the RGNUL, should deal with staff, students and visitors, politely and courteously, while enforcing discipline. In case any security staff is found to misbehave or indulges in misconduct of any nature, the security agency shall be asked to replace that person.
21. The security agency shall verify character, attendance of security personnel before deployment in RGNUL, Campus. The particulars of staff (Name, age, address, qualifications, previous service experience etc. engaged by the Security Agency should be submitted to the RGNUL authorities. RGNUL reserves the right to verify the antecedents of the security personnel engaged on duty through local police officials. For this purpose, the security agency should submit requisite detailed information and passport-size photographs and extend co-operation in getting the verification done.

22. The security deployed shall not be changed by the security agency on their own until and unless so warranted.
23. RGNUL will not be responsible to provide any residential accommodation to security personnel deployed by Security Agency.
24. The security personnel shall not indulge in any loose or unwarranted talk with the employees or students or visitors. During Sundays/holidays or after office hours on working days the security shall be extra vigilant.
25. It would be the responsibility of the Security Agency to maintain and ensure fullproof security at the main gate by regular check of incoming/outgoing personnel. As far as visitors are concerned, the security personnel should insist that they write in the register their name, address, telephone number, the purpose of visit and the person they want to meet and thereafter issue a visitor pass. The visitors pass, should be collected back, when the visitor leaves, duly signed by the concerned official.
26. All the incoming and outgoing entities and goods should be thoroughly checked by the security guards. The security guards must ensure that RGNUL's property, whether equipment or materials, are not allowed to be taken out of the campus without proper gate-pass duly signed by the authorized officials. To keep proper records of incoming and outgoing material the proper register should be maintained.
27. The security supervisor shall also check the garbage/wastage being taken out for disposal to ensure that none of the useful items are taken out for disposal.
28. The Security Guards shall carry occasional random checks of 2 wheelers and 4 wheelers of staff and students while leaving the campus to ensure that none of the property of the RGNUL is being taken out un-authorized. Similarly, random frisking of staff and students should be done. Such check of vehicles or frisking of personnel must be done only in the presence of an authorized officer of RGNUL. Secondly, female security guards should do the frisking of female students/staff.
29. RGNUL officers may carryout surprise checks at any time of the day or night. During the duty hours if any security guard is found missing or sleeping or in a drunken state such person will have to be replaced immediately. In such instances RGNUL reserves the right to cancel the security contract or impose a penalty of Rs. 2000/- per such occurrence.
30. In the event of any eventuality or mishap happening at the campus, such as robbery, vandalism, fire, communal riot, earthquake etc. the security persons on duty shall immediately intimate the Joint Director/ Director and/or other officers. List of Residential phones or Mobile phone numbers of RGNUL officers shall be available with Security at the main gate. The Security Agency shall be held responsible if the message is not conveyed to the RGNUL officers immediately.
31. **Sub-contracting**  
Sub-contracting is not allowed, is the firm is found guilty order is liable to be cancelled & earnest money / performance guarantee / payment due will be withheld.
32. **Contractor's Risks**  
  
All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.
33. **Insurance**  
  
Personal injury or death of any workmen/damage to RGNUL property shall be the responsibility of the Contractor.
34. **Disputes and Arbitration.**

If any dispute or difference of any kind what-so-ever shall arise between the RGNUL, its authorized representative and the contractor in connection with or arising out of this contract for the execution of work there under.

### 35. Extension of the Intended Completion Date

If the contractor 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 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 University office 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.

### 32. Securities

The Performance Security (including additional security for unbalance bids) shall be provided to the Engineer on behalf of the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and for and by a bank or surety acceptable to the Engineer on behalf of the Employer and denominated in Indian Rupees. The Performance Security shall be valid until a date 28 days pursuant to the date of expiry of the validity Period and the additional security for unbalanced bids shall be valid until a date 28 days from the issue of the certificate of completion.

### 34. Tax

The rates quoted by the Contractor shall be deemed to be inclusive of **VAT/Service Tax/GST, labour welfare cess** and other taxes that the Contractor will have to pay for the performance of this Contract or for any other cause shall be included in the rates, prices and total Price submitted by the Bidder. The Engineer on behalf of the Employer will perform such duties in regard to the deduction of statutory deductions of taxes at source as per applicable law.

**Registrar**

**UNDERTAKING & ACCEPTANCE LETTER BY THE SECURITY AGENCY**

I/We have carefully gone through the various terms and conditions listed in the Tender Form (Technical & Financial Bid) for providing security services at RGNUL University Name. I/We agree to all these conditions and offer to provide security services at RGNUL. I/We are making this offer after carefully reading the conditions and understanding the same without any kind of pressure or influence from any source whatsoever. I/We have inspected the institute premises (RGNUL) and have acquainted ourselves with the tasks required to be carried out, before making this offer. I/We hereby sign this undertaking in token of our acceptance of various conditions listed above.

Place: \_\_\_\_\_

Signature of Security Agency

Date: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Mob: \_\_\_\_\_

Email ID: \_\_\_\_\_

**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 Contractor to contract labour and in case the Contractor 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 Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of principal employer, if they employ 20 or more contract labour. (In the present Contract, the Contractor 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 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.
1. 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.



**PERFORMANCE GUARANTEE OF CONTRACTOR**

**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 "Contractor") for the construction of **"Service of Security Guards for RGNUL Campus 2024-2025 Total approximate 15 to 25 no. (Male/ Female)"** 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 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 Contractor, 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 Contractor, 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 Contractor 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 contractor 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).

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

Contractor

Witness

Registrar

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 Contractor, 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 Contractor. 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 Contractor 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 Contractor 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 :**

reference to the Agreement in this Bank Guarantee shall in no manner be relied upon at any stage to 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 "Contractor") "**Service of Security Guards for RGNUL Campus 2024-2025 Total approximate 15 to 25 no. (Male/ Female)**", (hereinafter referred to as the "project"), provided however, such context of the Bank Guarantee or adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee.

Operative part of the Bank Guarantee:

- At the request of the Contractor, 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 Contractor, 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.
- 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 Contractor 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 Contractor 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).
- We hereby waive the necessity of the Employer demanding the said amount from Contractor prior to serving the Demand Notice upon us.
- 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

Contractor

Witness

Registrar

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 Contractor, 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 Contractor. 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 Contractor 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 Contractor 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 Contractor]  
 \_\_\_\_\_  
 \_\_\_\_\_

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.

We accept/do not accept that \_\_\_\_\_ be appointed as the Adjudicator<sup>2</sup>. 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 21 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 Contractor disagrees in his Bid with the Adjudicator proposed by the Employer in the "Instructions of Bidders"

**AGREEMENT FORM**

## Agreement

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (name and address of employer) [hereinafter called "the Employer] and

\_\_\_\_\_ (name and address of contractor) hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that the contractor execute

\_\_\_\_\_ (Name and identification number of Contract) (Hereinafter called "the works") and the Employer has accepted the Bid by the Contractor 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 Contractor as hereinafter mentioned, the Contractor 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 Contractor 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) Contractor's Bid
  - iv) Condition of Contract:
  - v) Special condition

Contractor

Witness

Registrar

vi) Any other documents which needs to be required 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 Contractor \_\_\_\_\_

.

**UNDERTAKING**

I, the undertaking do hereby undertake that our firm M/s \_\_\_\_\_ agree to abide by this bid for a period \_\_\_\_\_ 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