

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

E-TENDER NOTICE

NIT No. RGNUL/T/2025-26/02

DATED 07.05.2025

On behalf of The RGNUL, Punjab, competitive Bids are invites from eligible bidders fulfilling the qualifying criteria as per bidding documents, on a two bid system for the below noted work/supply. All the agencies like Govt contractors, Societies & MSME approved agencies have to deposit EMD /Tender processing fee as well as tender form fee as mentioned below. Bids to be received up to **11.30 AM on 07.05.2025**

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
Maintenance & repair work of rooms wooden cupboards, door, choughats etc at hostels and faculty residences in RGNUL, Sidhuwal, Patiala.	7.21 Lac	15,000/-	1180/- Including 18% GST	As per Site charges	01 Months

Schedule of Bid

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 07.05.25 11.00 AM to 22.05.25 Up to 11:00 AM	22.05.25 Up to 11.30 AM	22.05.25 At 12.00 AM	22.05.25 at 12.30 PM

Terms & Conditions:-

- It is mandatory for the interested bidders/ contractors to get themselves registered with 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).
- 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 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.
- 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.

Contractor

Witness

Registrar

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)

OR

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

OR

(C) Three similar completed work costing not less than the amount equal to 40% 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/registration, copy of **PAN, EPF, ESI, GST registration.**
11. Average Annual financial turnover during the last three years ending **31.03.2025** 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.
17. Date of start shall be considered after **10** days from the date of issue of letter of intimation.
18. **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.
19. **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.
20. **Insurance**
Personal injury or death of any workmen/damage to RGNUL property shall be the responsibility of the Contractor.
21. **The Works to be completed by the intended Completion Date**
The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

22. Disputes Resolution Mechanism.

- 22.1 If any dispute or difference of any kind what-so-ever shall arise between the RGNUL, its authorized representative and the Firm in connection with or arising out of this contract for the execution of work there under.
- 22.2 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 Firm to do so convey his decision to the Firm. Such decision in respect of every matter so referred shall, subject to arbitration as herein after provided, be final and binding upon the Firm. In case the work is already in progress, the Firm 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.
- 22.3 If the Registrar has conveyed his decision to the Firm and no claim for arbitration has been filed by the Firm 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 Firm and will not be subject matter of arbitration at all.
- 22.4 If the Registrar fails to convey his decision within a period of sixty days after being requested as aforesaid the Firm 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 Firm refer the dispute for arbitration as herein after provided.
- 22.5 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.
- 22.6 The Vice-Chancellor shall have the authority to change the arbitrator on an application by either the Firm or the Registrar 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 Vice-Chancellor and a notice thereof is given by the applicant to Arbitrator. The Vice-Chancellor 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.
- 22.7 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 Firm or from the date of registered notice is sent to the Firm 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.
- 22.8 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.

- 22.9 The provisions of the Indian Arbitration and Reconciliation Act, 1996 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.
- 22.10 The Arbitrator shall give a reasoned award for each claim/counter claim.
- 22.11 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.
- 22.12 The stamp fee due on the award shall be payable by the party as desired by the Arbitrator and in the event 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.
- 22.13 Neither party shall be entitled to bring a claim for arbitration, if is not field 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 or 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 Firm 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 Firm 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.
- 22.14 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.
- 22.15 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 marking and publishing the award.
- 22.16 The expiry of the contractual time limit, whether originally fixed or extended, shall not invalidate the provisions of this clause

23. 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 within five 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.

24. Identifying Defects

The Engineer shall check the Contractor's work and notify the Contractor of any defects that are found. The notice of the Engineer shall give the description of the defects in sufficient detail, including the obligations as per the Contract. Such checking shall not affect the Contractor's responsibilities. The Engineer may also instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect. University will have the right to get up to 10% quality control test carried out from independent reputed quality control laboratory at the expenses of contractual agency.

25. Correction of Defects

The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion which is 2 months. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

Every time notice of a Defect is given, the Contractor shall correct the notified. Defect within the length of time specified by the Engineer's notice.

26. Uncorrected Defects

In case the defects pointed out by the University Engineer have not been attended by the contractor, the University Engineer will have the right to release payment of such items on reduced rates subject to the condition that such defects does not affect the Safety/ Performance of the building. If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

27. Change in the Quantities

Quantities as shown in bill of quantities can be changed during the course of work. No claim in respect of increase and decrease in quantities with respect to bill of quantities will be entertained.

28. Payment Certificates

The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously. The Engineer shall check the Contractor's monthly statements within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts.

32. Retention Money (Security Deposit)

The Engineer on behalf of the Employer shall retain 5% from each payment due to the Contractor until Completion of the whole of the project/works to cover the cost that may be involved in removal of defects, imperfections, or taking remedial measures in the work executed. This retention shall be inclusive of the initial bid security deposited by the bidder. On Completion of the whole of the Works half the total amount retained is repaid to the Contractor and half when the defects Liability Period (2 month after completion of work) has passed and after the Engineer has certified that all defects notified by the Engineer to the Contractor before the end of this period have been corrected.

33. 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 Defects Liability 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 **GST/ labor 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.

FINISHING THE CONTRACT

Contractor

Witness

Registrar

35. Completion

The Contractor shall request the Engineer to issue a Certificate of Completion of the works and the Engineer will do so upon deciding that the work is completed.

38. Termination

38.1 The Engineer on behalf of the Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. For this purpose, 14 days' notice in writing shall be served by either party on the other party clearly mentioning the particular grounds of Breach of Contract with a copy to the Employer.

38.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- i. The Contractor stops work for 28 days when no stoppage of work is shown on the current programme and the stoppage has not been authorized by the Engineer;
- ii. The Engineer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days;
- iii. The Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- iv. the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- v. The Contractor does not maintain a security which is required.
- vi. The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid which will be 10% of the allotted amount.
- vii. If the Contractor, in the judgment of the Engineer or the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- viii. In case the contractor is a joint venture of consortium or partnership firm or any other such legal entity having more than one constituent, the contractor shall not change its legal constitution in any manner during the subsistence of contract. The share holding, percentage/extent of partnership or other interest of the original constituents of the Contractor shall not be diluted or varied during the subsistence of Contract.
- ix. The Contractor shall not engage the services of any sub-Contractor for the purposes of discharging obligation under the Contract without approval of the Engineer. Notwithstanding the above, the Engineer on behalf of the Employer may terminate the Contract for convenience.
- x. If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

39. Payment upon Termination

- 39.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed. Additional Liquidated Damages shall not apply. If the total amount due to the Engineer or Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Engineer on behalf of the Employer.
- 39.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the cost of balance material brought by the contractor and available at site, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the works and less advance payment received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

40. Property

All materials on the Site, Plant, Equipment, Temporary works and Works are deemed to be the property of the Employer, if the contract is terminated because of a Contractor's default.

41. LABOUR:

- 41.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
- 41.2 The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the number of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

42. **Defect liability period.** The defect liability period shall be **2 months from the date of completion of whole works.**

Registrar