

# **TENDER DOCUMENT**

**(NIT No. : RGNUL/CMW/5**

**Dated: 05/05/2016**

**Providing & fixing of fabricated items like, Stainless Steel, Aluminium work & Mild Steel works etc, in Auditorium at RGNUL New Campus , Sidhuwal, Patiala.**



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

*Adhany*

**RGNUL, PUNJAB**  
(Construction and Maintenance Wing)

**TENDER DOCUMENT**



|   |  |
|---|--|
| <b>TENDER NO.</b>                               | <b>~ RGNUL/CMW/ 05</b>   |
| <b>NAME OF WORK</b>                             | <b>~ Providing &amp; fixing of fabricated items like, Stainless Steel, Aluminium work &amp; Mild Steel works etc, in Auditorium at RGNUL New Campus , Sidhuwal, Patiala.</b> |
| <b>TIME LIMIT</b>                               | <b>~ 2 MONTHS</b>  |
| <b>ESTIMATED AMOUNT</b>                         | <b>~ RS 21.03 LAC</b>  |
| <b>EARNEST MONEY</b>                            | <b>~ 2% of Quoted amount.</b>  |
| <b>LAST DATE AND TIME OF RECEIPT OF TENDERS</b> | <b>~ 27/05/2016 (UPTO 11:00 A.M.)</b>  |
| <b>DATE AND TIME OF OPENING OF TENDERS</b>      | <b>~ 27/05/2016 (AT 11:30 A.M.)</b>  |
| <b>COST OF TENDER</b>                           | <b>~ Rs. 2000/-</b>  |
| <b>PROCESSING FEE</b>                           | <b>~ Rs. 2408/-</b>  |

# **SECTION-A**

**(FORMAT OF AGREEMENT)**



## **E-TENDER NOTICE**

**NIT No. 05 & 06 /RGNUL Dated 05.05.2016**

RGNUL invites online tenders **up to 11.00 AM on 27.05.2016** through [www.etender.punjabgovt.gov.in](http://www.etender.punjabgovt.gov.in) for the followings works in **Auditorium at Sidhuwal Patiala:-**

1. Flush doors, wooden paneling cupboard etc for **Rs.14.58 lac appx.**
2. Aluminum, Stainless Steel & Mild Steel works for **Rs. 21.03 lac appx.**

The detailed DNIT can also be downloaded from <https://www.rgnul.ac.in/tender.aspx?page=50> site from 05.05.2016 and seen in this office between 9.00 A.M to 5.00 P.M. on any working day.

**REGISTRAR**

## E-TENDER NOTICE

**NIT No. 05/RGNUL DATED 05.05.2016**

RGNUL invites item rate tenders from Registered Companies, Vendors of the company/Integrators & approved Government contractors particularly in this field / Labour & co-operative Societies, fulfilling the qualifying criteria as per bidding documents, on a two bid system for the following work:-

| Name of work   | Estimated amount | Bid Security (Rs.)      | Tender Processing Fee (Rs.) | Tender form fee (Rs.) | Period of completion |
|--|------------------|-------------------------|-----------------------------|-----------------------|----------------------|
| 1  | 2                | 3                       | 4                           | 5                     | 6                    |
| Providing & fixing of fabricated items like, Stainless Steel, Aluminium work & Mild Steel etc in Auditorium in RGNUL, New Campus, Sidhuwal, Patiala. | Rs 21.03 lac     | 2% of the quoted amount | 2408/-                      | 2000/-                | 02 Months            |

### Schedule of Tenders

| Availability of Tenders online for Bidding                 | Last date of Submission for Online Bids | Date and time of opening of Bids |
|--|---|----------------------------------|
| From 10.05.16<br>11.00 AM to<br>27.05.16<br>Up to 11:00 AM | 27.05.16<br>Up to<br>11.00 AM           | 27.05.16<br>at<br>11.30 AM       |

### Terms & Conditions:-

1. It is mandatory for the interested bidders/ contractors to get themselves registered with [www.etender.punjabgovt.gov.in](http://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](http://www.etender.punjabgovt.gov.in)).
2. 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.
3. For any clarification regarding E-tendering process please contact Mr. Pavitar Singh 081466-99866.
4. The detailed DNIT and other terms & conditions duly uploaded can be accessed online [www.etender.punjabgovt.gov.in](http://www.etender.punjabgovt.gov.in) and <https://www.rgnul.ac.in/tender.aspx?page=50> site.
5. 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
6. The conditional tenders contrary to DNIT will not be accepted.
7. 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.



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 seven years:

One similar work costing **Rs 18.00 Lac**

**Or**

Two similar works costing **Rs. 11.00 Lac.**

**Or**

Three similar work costing **Rs 9.00 Lac.**

**(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 Service Tax number, PAN, Punjab VAT Registration. Anyhow, if any bidder is not having Punjab VAT registration /Service Tax Number & 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 10.00 lac.
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 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 deemed to be inclusive of all taxes including service tax.
17. Performance bank Guarantee @ 5% of the contract value shall be deposited by the contractual agency within 10 days from the date of issue of the letter of intimation. Earnest money shall be released on receipt of the performance bank guarantee.
18. Date of start shall be considered after 7days from the date of issue of letter of intimation.
19. In case 27.05.2016 is declared as holiday, bids shall be opened on the next working day.

**Registrar  
RGNUL**



## ANNEXURE - 'II'

### ITEM RATE TENDER FOR WORK

I/We hereby offer to execute for the Rajiv Gandhi National University of Law, Punjab (RGNUL) the work, specified in the written Memorandum within the time specified in such memorandum at the rates quoted by me/us in the Schedule of Items of Work referred to in para 5 of NIT. annexed hereto and in accordance with the same in all respects, with the specification, designs, drawings, and instructions in writing referred to in para five and in clause 17 of the "Conditions of Contract" and with such material as are provided for and in all other respects in accordance with such conditions so far as applicable.

#### Memorandum

- |     |   |  |
|-----|---|--|
| (a) | General description   | Providing & fixing of fabricated items like, Stainless Steel, Aluminium work & Mild Steel etc in Auditorium in RGNUL, New Campus, Sidhuwal, Patiala. |
| (b) | Earnest money   | 2% of the quoted amount.   |
| (d) | Performance Security deposit  | @ 5% of Rs. (.....) (Rs. Amount of Work) which shall be released as per provision in this contract.  |
| (e) | Percentage, if any to be Deducted from bills  | To be deducted as per as per provision in this contract.   |
| (f) | Time allowed for completion<br>From the Date of issue of<br>Acceptance letter to the<br>Contractor..... | <b>Two months</b>  |

Should this offer be accepted in whole or in part, I/We hereby agree to abide by and fulfill all the terms and provisions of the said condition of contract annexed hereto and all the terms and provisions contained in the detailed "Notice Inviting Tender" and/or in default thereto forfeit and pay to University, the sum of money mentioned in the said conditions.

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. I/We agree that the full value of earnest money will be forfeited without prejudice to any other right remedies to the Registrar or his successor in office, should I/We (i) Withdraw or modify my/our offer during the period of validity or (ii) fail to sign the contract agreement after acceptance of the offer or (iii) fail to commence the work within ten days of the issue of acceptance of my/our offer, otherwise the said earnest money shall be retained by him towards security deposit against Clause (d) of above memorandum.

Dated the .....day of .....

Signature of the Contractor

Witness\_\_\_\_\_



Address\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Occupation\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone\_\_\_\_\_

The above offer is hereby accepted by me on behalf of the RGNUL, Patiala.

Dated the .....day of.....

Registrar  
(RGNUL)





## **ANNEXURE - 'III'**

### **CONDITIONS OF CONTRACT**

#### **A. DEFINITIONS**

1. Vice-Chancellor Vice-Chancellor of the Rajiv Gandhi National University of Law, Punjab, the Mall, Patiala.
2. Registrar Registrar of the Rajiv Gandhi National University of Law, Punjab, the Mall, Patiala
3. Employer The Rajiv Gandhi National University of Law, Punjab, the Mall, Patiala. A body Corporate constituted under Punjab Act No. 12 of 2006, through its Registrar.
4. Technical Advisor An Officer of the rank of Chief Engineer/Civil working/retired or Chief Architect working or retired so appointed by the employer as Technical Advisor for the proposed RGNUL Campus Project.
5. University Engineer University Engineer, Design & Construction of the RGNUL, Punjab, Patiala or any other Engineer or Agency who may be appointed by the Employer from time-to-time to perform the duties of such Engineer.
6. Architect Consultants The Architect Consultant Firm so appointed by the employer as Consultants for Architectural and other allied services for the RGNUL Campus Project.
8. The "Contract" means the documents forming the tendered offer and acceptance thereof constituting a binding contract between the RGNUL, Punjab, the Registrar and the Contractor. The tender documents including the conditions, the drawings, design, the specifications supplemented with instructions issued from time to time by the Engineer-in-Charge shall be binding on the parties in the stated order of precedence. All these documents taken together with the tendered offer and its acceptance shall be deemed to form the contract and shall be complementary to one another.
9. The "Common Schedule of Rates" shall means a printed document containing rates of different items of works pertaining to different Branches of PWD i.e. irrigation, B&R (Buildings and Roads Branch) and Public Health Branch and approved by the Committee of Direction of Chief Engineers of these PWD Branches and the Punjab Govt.
10. "Completed" Works shall mean, the work completed in all respects as per laid down specifications, drawings, approved N.I.T. and to the entire satisfaction of Engineer-in-Charge.
11. The "Contractor shall means individual or firm or company whether incorporated or not, undertaking the work and shall include the legal person, representative or the persons comprising such firm or company or the successors of such firm or company as well as the assignees of such individual or firm or company whose tendered offer has been accepted.
12. The "Completion date" is the date when the Engineer-in-Charge certifies that the work can be put to use, after receipt of an intimation from the Contractor regarding its completion.
13. "Communication" between parties are the written and signed letters, notice, reminder, memorandum and instructions recorded in the instructions book or books kept at site.



14. "Days and Months" are calendar days and calendar months.
15. The "Engineer-in-Charge" means the University Engineer, who shall supervise the work and administer the contract with the assistance of his authorized subordinates. He shall be incharge of the work.
16. The "University" shall means Rajiv Gandhi National University of Law, Punjab, Patiala.
17. The "Site" shall means the University land at Village Sidhhuwal on Patiala Bhadson Road and or other places on, into or through which work is to be executed under the contract or any adjacent land path or street which may be allowed to be used for the purpose of carrying out the contract.
18. "Schedule of Material" shall means the list of materials which are to be issued from the University Store to the Contractor for genuine use on the work.
19. The "Start date" is the Date when contract came in to existence upon the issue of "Letter of Acceptance" by the Engineer-in-Charge.
20. "Schedule of Items of Work" shall mean the items of work to be executed at site of work pertaining to work allotted to the Contractor.
21. The "Works or Work" shall, unless the context otherwise requires, means what the Contractor is required to execute and hand over to the University.

**Note:** In interpreting these "Conditions of Contract" singular also means plural, male means female and vice-versa.

## **B. CLAUSES OF CONTRACT**

### **CLAUSE 1: PERFORMANCE GUARANTEE AND SECURITY**

The Contractor, whose tender is to be accepted shall furnish:

- (A) The performance guarantee shall be released on completion of the defect liability period which is six months from the date of completion.
- (B) On completion of the whole of the works, half of the total amount deducted as 5% security shall be repaid to the bidder & half when the Defect Liability Period 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.
- (C) 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.

### **CLAUSE 2: COMPENSATION FOR DELAY**

The time allowed for carrying out the work shall be the essence of the contract and shall be strictly observed. It shall be reckoned from the date on which the order to commence the work is given to the Contractor who shall ensure all due diligence to achieve progress of work not less than indicated below:

|       |                                   |      |
|-------|-----------------------------------|------|
| (i)   | On lapse of 25% contractual time  | 20%  |
| (ii)  | On lapse of 50% contractual time  | 50%  |
| (iii) | On lapse of 75% contractual time  | 80%  |
| (iv)  | On lapse of full contractual time | 100% |

In case of default, the Contractor shall, notwithstanding issuance of a prior notice in this regard, pay prospectively as liquidated damages, an amount up to 1% of the amount of contract or such lesser amount that the Engineer-in-Charge may levy, for every week that the work remains uncommenced after 10 days of issue of acceptance letter or the minimum progress of work stated above is not achieved or the work remain unfinished after the completion date. In case of continued default or shortfall in progress, the Engineer-in-Charge may go on enhancing the levy of liquidated damages prospectively, each time limited to 1% of the total estimated amount of work per week of further default subject to maximum limit of five percent of the amount of contract. The Technical Advisor of the University on representation from Contractor after hearing both the parties i.e. Engineer-in-Charge and Contractor may reduce the amount of liquidated damages and his decision in writing shall be final.

### **CLAUSE 3: BREACH OF CONTRACT – LEVY OF DAMAGES**

The Engineer-in-Charge may, without prejudice to other right and remedies, under the provision of the contract or otherwise after issuing a notice, in writing and getting the final bill prepared absolutely, determine



the contract after levying compensation for damages of five percent of the amount of the contract, if the Contractor, commits breach of contract under any clause of the contract or in any of the following cases :

- (i) If the Contractor suspends the execution of the work and in spite of having been given a notice in writing by the Engineer-in-Charge fails to resume the work within ten days of the issue of the said notice.
- (ii) If the Contractor, having been given a notice in writing by the Engineer-in-Charge, fails to rectify, reconstruct or replace any defective work or continues the execution of work, in an inefficient, improper, unworkmanship-like manner or not in accordance with sound Engineering practices or without complying with directions and requirements within a period of 10 days of the issue of said notice.
- (iii) If the Contractor being a company shall pass a resolution or court shall make an order to the effect that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or manager or to make a winding up order.
- (iv) If the Contractor commits any of the acts or defaults mentioned in Clauses 25 and 29 thereof.

Provided further, that in case action under clause 2 as aforesaid levy of liquidated damages is also taken, total amount of liquidated damages and compensation for breach of contract under both the clauses shall be limited to 7.5 per cent of the contract or the amount available with the University including Bank Guarantee which ever is less. The requisite amount for which the Contractor may become liable shall be realized by encashing the Bank Guarantee furnished by the Contractor, as specified in Clause 1 above and/or from other amount due to the Contractor/in respect of this work or any other work, undertaken for the University.

After the termination of the contract under this Clause, the University shall be at liberty to (i) get the balance work executed through some other contractual agency or through University means or to (ii) abandon the balance work altogether or to (iii) modify the design and scope of the work in any manner. The Contractor shall have no claim against the University for treating the work in any manner deemed fit.

#### **CLAUSE 4: LIABILITY OF CONTRACTOR/AND POWERS TO TAKE OVER AND DISPOSE OFF CONTRACTOR PLANT**

In any case, in which any of the powers conferred upon the Engineer-in-Charge by Clause 3 hereof shall have become exercised and these shall not be exercisable, the non-exercise (thereof) shall not constitute a waiver of any of the conditions hereof and such powers shall, notwithstanding, be exercisable in the event of any future case of default on the part of the Contractor, for which by any clauses or clause, hereof, he is declared liable to pay compensation and the liability of the Contractor for past and future compensation shall remain unaffected.

In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause, he may, if he so desires, after giving a notice in writing to the Contractor, take possession of any or all tools, plants, material and stores in or upon the work or the site thereof belonging to the Contractor or produced by him and intended to be used for execution of the work on any part thereof, paying or allowing for the same in account at the contract rates or in case of these not being applicable, at current market rates to be certified by Engineer-in-Charge may, by giving a notice in writing to the Contractor or his agent at the site of work, require him to remove such tools, plants, materials and stores from the premises within the time specified in notice. In the event of the Contractor failing to comply with any, such requisition, the Engineer-in-Charge may get them removed at the Contractor's expense or sell them by auction or private sale on account of the Contractor and at his risk in all respects. The Certificate of the Engineer-in-Charge as to the expense of



any such removal and the amount of proceeds and expense of any such sale shall be final and conclusive against the Contractor.

#### **CLAUSE 5: EXTENSION OF TIME**

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 Engineer-in-Charge (with corresponding time extension in performance Bank Guarantee) within thirty days of date of hindrance (but before the expiry of time limit) on account of which he desires such extension as aforesaid and if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, as may in his opinion be necessary or proper. No application for extension of time received late or addressed to the University Assistant Engineer or any officer other than the Engineer-in-Charge 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 absolutely after action taking under Clauses 2 and 3 above.

#### **CLAUSE 6: COMPLETION CERTIFICATE**

Within ten days of the completion of work, the Contractor shall give notice of such completion to the Engineer-in-Charge. Within 30 days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the Contractor with a certificate of completion, otherwise a provisional certificate of completion indicating the (a) defects to be rectified by the Contractor and/or (b) for which payment will be made at reduced rates, shall be issued. However no certificate provisional or otherwise shall be issued, nor shall the work be considered to be complete until the Contractor have removed, from the premises on which the work was executed, all scaffolding, surplus material rubbish and all huts and sanitary arrangements set up for his labour on the site and cleaned off the dirt from all wood-work, doors and windows, walls, floor or other parts of the building, in upon or about which the work is to be executed or of which he may have had possession for the purpose of execution there of and not until the works shall have been measured by the Engineer-in-Charge. If the Contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus material and rubbish, all huts and sanitary arrangement and cleaning off as aforesaid before the date fixed for the completion of work, the Engineer-in-Charge may, at the expense of the Contractor get cleared off such dirt as aforesaid; and the Contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus material as aforesaid except for any sum actually realised by the sale proceed thereof.

#### **CLAUSE 7: WINDING UP OF THE CONTRACT**

On completion of the work, the Contractor shall hand over the same to the Engineer-in-Charge or his authorized representative free from all defects, shortcomings or imperfections. He shall clear the site of all temporary work, pits, godowns, offices, sanitary, scaffolding, debris waste materials and installation etc.

#### **CLAUSE 8: PAYMENT ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCES**

No payments shall be made for work estimated to cost less than rupees twenty thousand, till after the whole of the work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees twenty thousand, the Contractor shall on submitting a bill thereof be entitled to receive a monthly payment proportionate to the part thereof within the time limit and executed to the satisfaction of the Engineer-in-Charge within the time limit, whose certificate of the sum payable shall be final and conclusive against the Contractor, But all such intermediate payments shall be regarded as payments by way of advances against the final payment only and not as payments for work actually done and completed; and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected or be considered as an admission of the performance of the contract or any part



thereof in any respect of the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of the Engineer-in-Charge under these conditions or any of such payments be treated as final settlement and adjustment of the accounts or in any other way, vary or affect the contract. The final bills shall be submitted by the Contractor within one month of the date fixed for completion of the work, otherwise the certificate of the Engineer-in-Charge as regards measurements and the total amount payable for the work shall be final and binding.

#### **CLAUSE 9: Payment Terms**

9.1 No mobilization advance shall be paid for the work. On account payments for part work as assessed by the Engineer-in-charge for the various materials of the items included in the contract shall be payable at part rates not exceeding the percentage indicated against the stages of work.

9.2 Stage Of Work Contract payment schedule.

Delivery of materials at site complete with required test certificates & on acceptance by the department 60% of the BOQ value or Invoice amount whichever is less

Completion of work: 30%

Final Inspection, Commissioning and handing over the whole work. 10%

**However 5% Security Deposit, Vat, Income Tax & labour cess etc shall be deducted from the running bills as per rules CLAUSE 10: DELETED.**

#### **CLAUSE 11: MATERIALS SUPPLIED BY UNIVERSITY**

No Material shall be supplied by University to Contractor. Contractor shall arrange materials at his own cost and risk.

#### **CLAUSE 12: SECURED ADVANCE**

No secured advance shall be given to Contractor by University.

#### **CLAUSE 13: MOBILIZATION ADVANCE**

No mobilization advance shall be given to Contractor by University.

#### **CLAUSE 14: WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATION, DRAWINGS, ORDERS ETC.**

The Contractor shall execute the whole and every part of the work in the most substantial and work-manship-like manner both as regards, material and labour and otherwise in every respect in strict accordance with the Punjab P.W.D. specifications (latest Edition). The Contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing relating to the work signed by the Engineer-in-Charge and lodged in his office and to which the Contractor shall be entitled to have access during the office hours or on the site of work. The Contractor shall be furnished free of charge one copy of all such drawings and such specifications as are not included in the printed Punjab P.W.D. specifications. He shall, if he so requires, be entitled at his own expenses to make or cause to be made copies of the drawings designs, specifications and instructions as aforesaid.

For ensuring the requisite quality of constructions, the material used in works shall be subjected to quality control tests for materials and workman-ship tests as laid down in Punjab PWD specification as amended from time to time or the relevant standards laid down by the Bureau of Indian Standards/instructions by the Engineer-in-Charge. The Contractor shall be bound to get the material used in works tested from the



construction material test house approved by the University, at his own cost. The University shall not pay any compensation to the Contractor on account of getting the material tested from the material test house as directed by the Engineer-in-Charge. The Contractor shall provide all possible help and assistance to the test house in testing the construction materials used in the works.

The Contractor shall set up a quality control field laboratory equipped at least with the best equipment. The Contractor shall also employ trained staff to carryout periodical field tests as per directions and procedures laid down by the Quality Control cell of the Chief Engineer PWD (B&R).

The records of material tests shall be maintained in the prescribed formats and copies thereof covering the work done each month shall be submitted with the bills.

#### **CLAUSE 15: REMOVAL OF EMPLOYEES/WORKMEN**

The Engineer-in-Charge shall have full powers at all times to object to the employment of any workmen/foremen or other employees on the work by Contractor, and if the Contractor shall receive notice in writing from the Engineer-in-Charge requiring the removal of any such person from the work, the Contractor shall comply with order forth with. No such workmen/foremen or other employees, after his removal from the works by order of the Engineer-in-Charge shall be re-employed or re-instated on the work by the Contractor at any time except with the prior approval in writing of the Engineer-in-Charge. The Contractor shall not be entitled to demand the reason from the Engineer-in-Charge for requiring the removal of any such workman/foreman or any other employee.

#### **CLAUSE 16: ALTERATION IN SPECIFICATION AND DESIGNS**

The Engineer-in-Charge shall have power to make any alteration/ omission from, addition to or substitution for the original specifications, drawing, design and instructions that may appear to be necessary or advisable during the progress of work, and the Contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing, signed by the Engineer-in-Charge. Such alternations/additions or substitutions shall not invalidate the contract and any altered, additional or substituted work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates are specified in tender for the main work. The time of completion of the work shall be extended in proportion that the altered, additional or substituted works bears to the original contract work and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion. The rates for such additional altered or substituted work shall be determined in accordance with the following provisions in their respective order:

- (i) If the rates for the additional altered or substituted work are specified in the contract for the work, the Contractor is bound to carry out the additional, altered or substitute work at the same rates as are specified in the contract for the work.
- (ii) If the rates of the additional, altered or substituted work are not specifically provided in the contract for the work. The rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- (iii) If the rates cannot be determined as provided in (i) and (ii) above then such work shall be paid at the rates entered in common schedule of the rates minus/plus the percentage rate at which the bid has been accepted.
- (iv) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in clause (i) (ii) (iii) above, then the Contractor shall within 7 days of the date of his receipt of the order to carry out the work inform the Engineer-in-Charge of the rate or rates which he intends to





charge for such class of work supported by analysis of the rate in support of rates/claimed. The Engineer-in-Charge shall determine the rate on the basis of prevalent market rates and pay the Contractor accordingly.

However, the Engineer-in-Charge, by notice in writing, will be at liberty to cancel the order given to the Contractor to carry out such class of work and arrange to carry out in such manner as he may consider advisable, provided always that if the Contractor shall have commenced work or incurred any expenditure in regard thereto before the rates shall have been so determined, then in such case he shall be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate as shall be fixed by the Engineer-in-Charge. In the event of dispute, the decision of the Technical Advisor of University shall be final.

#### **CLAUSE 17: NO COMPENSATION FOR ALTERATION IN OR RESTRICTION IN WORK**

If at any time, after the commencement of the work the University shall for any reason what-so-ever not require the whole or part thereof as specified in the contract to be carried out, the Engineer-in-Charge shall give notice in writing to this effect to the Contractor, who shall have no claim to any payment or compensation what-so-ever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of work not having been carried out, neither shall he have any claim for compensation by reason of any alteration having made in the original specification, drawings, designs and instructions, which shall involve any curtailment of the work originally contemplated.

#### **CLAUSE 18: ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORKS**

If it shall appear to the Engineer-in-Charge, or his subordinate in Charge of the work that any work has been executed with unsound, imperfect, unskillful workmanship or with materials or any inferior description or that any articles or materials provided by the Contractor for the execution of work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the Contractor shall, on demand in writing by the Engineer-in-Charge specifying the work, materials or articles complained of not with standing that the same have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be remove the materials or articles so specified and provide other proper and suitable materials or articles at his proper charge and cost. In the event of his failing to do so, within a period to be specified by the Engineer-in-Charge. In his demand aforesaid, the Contractor shall be liable to pay compensation at the rate of one percent of the estimated amount for every week not exceeding ten weeks.

While his failure to do so shall continue and in the case of such failure, the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be, at the risk and expenses in all respects of the Contractor.

#### **CLAUSE 19: WORK TO BE OPEN TO INSPECTIONS**

All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-Charge and his senior/subordinate and the Contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-Charge or his senior/subordinates to visit the works shall have been given to the Contractor either himself be present to receive orders and instructions or have a responsible agent, duly accredited in writing present for that purpose. Orders given to a Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.





#### **CLAUSE 20: NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP**

The Contractor shall give not less than 10 days notice in writing to the Engineer-in-Charge or his Subordinate-in-Charge of the work before covering up or other wise placing beyond the reach of measurement of any work in order that the same may be measured and correct-dimension thereof may be taken before the same is so covered upon placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-Charge or his subordinate in charge of the work and if any works shall be covered up or, placed beyond the reach of measurement, without such notice having been given or consent obtained, the same shall be uncovered at Contractor's expenses or in default thereof no payment or allowance shall be made for such work or of the material with which the same was executed.

#### **CLAUSE 21: LIABILITY FOR DAMAGE AND IMPERFECTION FOR ONE YEAR AFTER CERTIFICATE**

If the Contractor or his workmen shall break, deface, injure or destroy any part of building in which he may be working or any building road, fence enclosure or green grass land, water pipes, cable, drains, electric or telephone posts or wires, trees or cultivated ground continuous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress from any cause what-so-ever or any defect. Imperfection or other faults which appear in the work within one year from the date of completion certificate issued by the Engineer-in-Charge, the Contractor shall make good at his own expense or in default, the Engineer-in-Charge may cause, the same to be made good by other workmen and deduct the expenses incurred both on Labour and Material (for which the certificate of the Engineer-in-Charge shall be final) from any sums that may be then due or at any, thereafter may become due to the Contractor from his security deposit.

#### **CLAUSE 22: CONTRACTOR TO SUPPLY MATERIAL, PLANTS, SCAFFOLDING**

The Contractor shall arrange and supply at his own cost all material (except such specific materials as may be issued from the stores of the Engineer-in-Charge) plant, tool, appliance, implements, ladders, cordage tackle, scaffoldings, water and power supply and temporary works required for the people execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the Contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from the work. The Contractor shall also supply without charge the requisite number of persons with means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurements for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the Contractor and the expense may be deducted, from any amount due to the Contractor, under this contract or from his security deposit. The Contractor shall also provide necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precaution and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the Contractor be paid to compromise any claim by any such person.

#### **CLAUSE 23: LABOURS LAWS**

The Contractor shall comply with all the provisions of the *Minimum Wages Act, 1948*, the *Workman's Compensation Act, 1923*, the *Contract Labour (Regulation and Abolition) Act, 1970* and the Rules framed thereunder the *Payment of Wages Act, 1936*, the *Employees Liability Act, 1938*. The *Maternity Benefits Act, 1961*. The *Apprentices Act, 1961* and Rules framed thereunder and the *Industrial Disputes 1947*. He shall also make satisfactory arrangements for labour huts, protection of health and sanitary arrangement, for the workmen employed on the work.



In every case in which by virtue of provisions of the *Contract Labour (Regulation and Abolition) Act, 1970* and of the Contract Labour Rules, University is obliged to pay any amount of wages to workman employed by the Contractor in execution of the works or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under the PWD Contractor's Labour Regulations or under the rules framed by the Government from, time to time for the protection of health and sanitary arrangements for workers employed by PWD Contractor. The University will recover from the Contractor the amount of wages so paid or the expenditure so incurred under without prejudice to the right of the University under Section 20 sub-section (2) and Section 21 sub-section (4) of the *Contract Labour (Regulation and Abolition) Act, 1970*. University shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by University to the Contractor whether under this contract or otherwise. University shall not be bound to contest any claim made against it under section 20 sub-Section (1) and section 21 sub-Section (4) of the said Act except on the written request of the Contractor and upon his giving to the University full security for all costs for which this University might become liable in contesting such claim.

**CLAUSE 24: CONTRACTOR LIABLE FOR PAYMENT OF COMPENSATION TO INJURED WORKMAN OR IN CASE OF DEATH**

In every case in which by virtue of the provision of the section 12, Sub-Section (1) of the *Workman' Compensation Act, 1922*, the University is obliged to pay compensation to workman employed by the Contractor the amount of compensation so paid and without prejudice to the rights of University, under Section 12, Sub-section (ii) of the said Act. The University shall be at liberty to recover such amount of any part thereof by deducting it from the security deposit or from any sums due by the University to the Contractor whether under this contract or otherwise University shall not be bound to contest any claim made against it under Section 12, Sub-section (1) of the said Act except on the written request of the Contractor and upon this giving to government full security for all costs for which the University might become liable in consequence of contesting such claim.

**CLAUSE 25: WORK NOT TO BE SUB-LET. ACTION IN CASE OF INSOLVANCY**

The Contractor shall not assign or sub-let the contract without the written approval of the Engineer-in-Charge Employment of labour on piece Rate basis shall not however be deemed sub-letting. If the Contractor shall assign or sublet his contract, or attempts to do so, or become insolvent or commence any solvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the Contractor, or any of his servants or agent to any public officer or person in the employ of the University in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of University shall have power to adopt the course specified in clause 3 hereof in the interest of University and in the event the of such course being adopted, the consequences specified in the said clause 3 shall ensue.

**CLAUSE 26:** All sum payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of University without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

**CLAUSE 27: DEDUCTIONS OF UNIVERSITY DUES ON ANY ACCOUNT WHATSOEVER TO BE PERMISSIBLE** Any excess payment made to the Contractor inadvertently or otherwise under this contract or on any account whatsoever and any other sum found to be due to the University by the Contractor in respect of this contract or any other contract or work-order or on any account whatsoever may be deducted from any sum payable by the University to the contract or either in respect of this contract or any work order or contract or on any other account by the University.



## **CLAUSE 28: CHANGE IN CONSTITUTION**

Whether the Contractor is a partnership firm, the previous approval in writing of Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm where the Contractor is an individual or a Hindu – Undivided Family business concern, such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement, where-under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the Contractor shall deemed to have been assigned in contravention of clause 25 here of and the same action may be taken and the same consequences shall ensure as provided in the said clause.

## **CLAUSE 29: DETETED.**

## **CLAUSE 30: DISPUTES AND ARBITRATION**

- (i) If any disputes/difference of any kind whatsoever shall arise between the University/its authorized representative and the Contractor in connection with or arising out of this contract or the execution of work there-upon.
- (ii) Whether before its commencement or during the progress of work or after the termination, abandon or breach of the contract, it shall, in the first instance, be referred for settlement to the Engineer-in-Charge of the work and he shall, within a period of sixty days after being requested in writing by the Contractor to do so, convey his decision to the Contractor, such decision in respect of every matter so referred shall, subject to arbitration as hereinafter provided, be final and binding upon the Contractor. In case the work is already in progress, the Contractor shall proceed with execution of the work on receipt of the decision of the Engineer-in-Charge as aforesaid with all due diligence, where any of the parties requires arbitration as here-in-after provided or not.
- (iii) If the Engineer-in-Charge has conveyed his decision to the Contractor and no claim for arbitration has been filled by the Contractor with-in a period of sixty days from the receipt of the letter communicating the decision, the decision shall be final and binding upon the Contractor and will not be a subject matter of arbitration at all.
- (iv) If the Engineer-in-Charge fails to convey his decision within a period of sixty days after being requested as aforesaid, the Contractor may within further sixty days expiry of the final sixty days from the date on which the request was made by the Contractor refer the dispute for arbitration as hereinafter provided.
- (v) 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 Technical Advisor of University acting as such at the time of reference unless debarred from acting as an Arbitrator by an order of the Competent Authority in which event, the Competent Authority shall appoint any other technical officer not below the rank of Chief Engineer to act as an arbitrator on receipt of a request from either party.
- (vi) Competent Authority of work shall have the authority to change the Arbitrator on an application by either the Contractor or the Engineer-in-Charge requesting change of arbitrator giving reasons there of, either before the start of the arbitration proceedings or during the course of such proceedings. The arbitration proceedings would stand suspended as soon as an application for change of Arbitrator is filed before the competent authority and a notice then is given by the applicant to the Arbitrator simultaneously, appointing a technical officer not below the rank Superintending Engineer as Arbitrator under the contract. The new Arbitrator so appointed may enter upon reference afresh or he may continue the hearing from the point these were suspended before the previous Arbitrator.



- (vii) 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 of the final bill to the Contractor or from the date a registered notice is sent to the Contractor to the effect that his final bill is realised by the Engineer-in-Charge (whose decision in this respect shall be final and binding) which-ever is early.
- (viii) It shall be an essential term of this contract that in order to avoid frivolous claims, the party invoking arbitration shall specify the disputes based 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 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 proportion to the amount award with respect to the amount claimed and the balance, if any, shall be forfeited and paid to the other party.
- (ix) The provision of the *Indian Arbitration Act*, 1996 or any other statutory enactment there-under or modification raised thereof and for the time being in force shall apply to the arbitration proceeding under this clause.
- (x) The Arbitrator shall award separately giving his award against each claim and dispute and counter claims raised by either party giving reasons for his award. Any lump sum award shall not be legally enforceable.
- (xi) The independent claims of the party other than the one seeking arbitration as also the counter-claims of any party shall be entertained by the Arbitrator.
- (xii) The venue of arbitration shall be such place or places as may be fixed by the Arbitrator in his discretion, the work under the contract shall continue during the arbitration proceedings.
- (xiii) The stamps fee 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.
- (xiv) Neither party shall be entitled to bring a claim for arbitration, if it is not filed as per the 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 Contractor in whole or in part and/or revision or foreclosure of the contract, or
  - (e) Of receiving an intimation from the Engineer-in-Charge that the final payment due or recovery from the Contractor had been determined, for the purpose of payment/adjustment which ever is the latest.



If the matter is not referred to arbitration within the period prescribed above, all the rights and claims of other party under the contract shall be deemed to have been forfeited and absolutely barred by time for arbitration and even for civil litigation.

- (xv) No question 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 pendency of arbitration proceedings shall not disentitle the Engineer-in-Charge to terminate the contract and to make alternate arrangement for completion of the works.
- (xvi) 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.
- (xvii) The expiry of the contractual time limit, whether originally fixed or extended, shall not invalidate the provisions of this clause.

#### **CLAUSE 31: EXTRAORDINARY CLAIMS**

No claim for payment of an extra-ordinary nature, such as claims for bonus, for extra labour employed in completing the work before the expiry of the contractual period at the request of Engineer-in-Charge or claims for compensation where work has been temporarily brought to a stand-still though no fault of the Contractor shall be allowed unless and to the extent that the same shall have been expressly sanctioned by the University under the signatures of one of its authorized officer.

#### **CLAUSE 32:**

- (A) STORAGE OF CEMENT AND RECORD OF CONSUMPTION:** Deleted
- (B) VARIATION IN CONSUMPTION OF MATERIAL:** Deleted
- (C) DETERIORATION/PILFERAGE OF MATERIAL**

In case any quantity of cement, steel or any other commodity issued to the Contractor by the Engineer-in-Charge for use (directly on the aforesaid work) or manufacture of material required in connection therewith is, disposed off by him or lost or allowed to get deteriorated, the cost of such quantity of that material shall, without prejudice to other rights and remedies available to the University be recovered from the Contractor at double the rate at which it is agreed to be supplied to the Contractor.

#### **CLAUSE 33: LUMP SUM IN ESTIMATE**

When the estimate on which a bid is made includes lump sums in respect of part of the work, the Contractor shall be entitled to payment in respect of the items of work involved at the same rates as are payable under this contract for such items. If the part of the work in question is not, in the opinion of the Engineer-in-Charge capable of measurement, the Engineer-in-Charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the Contractor with regard to any sum or sums payable to him under provision of this clause.

#### **CLAUSE 34: SPECIFICATION OF MATERIAL**

- (A)** Building Material shall be as per Material Brand Chart given as Annexure - 'V'



- (B) In the case of any class of work for which there is no specifications as mentioned above, the work shall be carried out in accordance with the specifications laid down by the Bureau of Indian Standards and in the event of there being no such specifications, the work shall be carried out in all respect in accordance with the instructions and requirements of the Engineer-in-Charge.

**CLAUSE 35: CONCRETE WORK :** Deleted

**CLAUSE 36: CURING OF CEMENT WORK:** Deleted

**CLAUSE 37: PITS AT SITE PROHIBITED :** No pits shall be dug by the Contractor at or near the site of work or taking out earth for use in work. In case of default, the pits so dug shall be got filled by the department at the cost of the Contractor charging additional amount of 14% towards departmental charges.

**CLAUSE 38: CO-ORDINATIONS WITH OTHER AGENCIES**

The Contractor shall maintain close co-ordination and afford necessary facilities to other agencies executing other works. No claim for additional payment on this account shall be entertained.

**CLAUSE 39**

- (a) **Statutory Levies:** The rates as offered and accepted in this contract are inclusive of all taxes and statutory levies including Service tax & contribution under Employee's State-Insurance, Act and local taxes payable under the respective Statutes (ESI Contribution etc.)
- (b) **Income Tax:** Income tax shall be deducted at source as per provisions of the Income Tax Act and a certificate of such deduction made in each financial year shall be furnished to the Contractor by the disbursing office.
- (c) **Local Laws and Levies:** The Contractor shall comply with the proper byelaws and legal order of the local body or public authority under the jurisdiction of which the works is executed and pay all fees and charges for which he may be liable, Nothing extra shall be payable on this account.

**CLAUSE 40:** No escalation is to be paid for the work done irrespective of the time period specified for completion of work.

**CLAUSE 41: ACTS OF GOD**

No claim whatsoever shall be entertained for any loss or damage caused by rain, floods or any other natural causes or other acts of God.

**CLAUSE 42: JURISDICTION**

The jurisdiction of Civil Court for matters under dispute shall be on the basis of the location of the office of the Engineer-in-Charge.

**CLAUSE 43: EXCESS PAYMENT**

The excess payment made if any to the Contractor shall be recovered.

A handwritten signature in blue ink, appearing to read "Alhams", with a horizontal line underneath.

The terms and conditions of the Agreement have been explained to me/us and that I/We clearly understand the same.



### **C. ADDITIONAL CONDITIONS**

1. If the tenderer withdraws or modifies his tender within 90 days (Ninety days) from the date of opening the tenders, his earnest money shall stand forfeited to the University and he is liable to be blacklisted.
2. Tenders without earnest money or received telegraphically without the proper form will not be entertained.
3. 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. Tenders without processing fees, earnest money & tender fee shall not be entertained & are liable to be rejected.
4. The Contractor shall not be entitled to any payment on account of work done till he signs the agreement and the same is accepted by the Engineer-in-charge.
5. Right is reserved without impairing the contract, to order the performance of any such work or clause not contemplated in the tender as may be considered necessary to complete fully and satisfactorily the structures included in the contract. Such extra work will be done by the Contractor and he will be compensated @ the rate's to be agreed with the University if they are not covered by the Common schedule of rates for Zone "A" and Zone "B" / DSR 2014.
6. The Contractor shall produce at his own cost and expense all labour, materials etc. necessary for layout and checking up of any portion of the work whenever required by the Engineer-in-charge or his staff and nothing extra shall be paid for any and all labour or materials required.
7. No pits shall be dug by the Contractor near the site of the works for taking earth for use on the work. In case of default, the pits so dug will be filled in by the Contractor at his own construction.
8. The rates quoted in the common schedule of rates and the schedule of work attached with the notice inviting Tender are for complete work in all respects and include carriage of materials, royalty, Octroi and other taxes and no claim or account of fluctuation of price due to any cause shall be entertained.
9. The royalty and, other taxes if any shall be paid by the Contractor direct to the respective department in accordance, with their rules and regulations in force from time' to time without intervention of the University.
10. Nothing extra shall be paid for any lead or lift unless otherwise, specified for any material required for the work directly, or indirectly.
11. The performance guarantee shall be released 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 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. .
12. The Contractor shall be responsible for loss or damage to any material.
13. The Contractor shall be responsible to provide all the basic amenities to the labour employed by him.
14. Actual quantities of completed and accepted work shall only be paid, for.





15. The Contractor shall at all time keep his authorized Engineer/agent stationed at the work who shall be available during working hours of the day. He shall be competent to carry out instructions conveyed to him by the Engineer-in-charge or his authorized official without loss of time.
16. In every case in which by virtue of the provision of section twelve sub section (i) of the *Workman's Compensation Act*, 1923, University is obliged to pay compensation to a workman employed by the Contractor in execution of the work, University will recover from the Contractors shall the amount of compensation so paid and without 'prejudice of the said Act, University shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any such amount lying with the University, by the University to the Contractor whether under this contract or other-wise.
17. Contractor will be responsible for any loss of material damage done to unfinished work as a result of floods and acts of God. The University will not be responsible for any compensation as a result of such damage, or loss to Contractor and he shall be liable to set right such damages at his own cost to the satisfaction Of Engineer-in-charge.
18. The retired officers of the All India Services, Central Services, Class-I Punjab Government Services and all Engineers of Gazetted rank other Gazetted officers employed in the Punjab Government are required to obtain prior permission of the government if they seek employment as Contractor or in connection with the execution of Public Works or as employees of such Contractor within two years of their retirement. No person who is covered by these orders and has not obtained the necessary permission should take up any such contract and the contract is liable to be cancelled if either of the Contractors himself or his employees if found to be persons to whom these orders apply and he had not obtained the necessary permission.
20. The Contractor shall make at his own cost all suitable arrangement e.g. to, provide guard rail fencing, watch and ward, light at night for protection of the works as well as for ensuring the safety and convenience of the public.
21. The Contractor is not at liberty to remove from the site of work without written permission of the Engineer'-in-charge the materials which have been issued to him for use on the work.
22. The material to be arranged by the Contractor, shall be strictly according to relevant specifications..
23. Detailed specifications, terms and conditions can be seen in the office of the University Engineer on any working day (11:00 AM to 4:00 PM) or at RGNUL web site [www.rgnul.ac.in](http://www.rgnul.ac.in)
24. The executing agency will ensure that, any damage to the existing structure or installation is restored to its original shape size & specifications.
25. The entire work shall be carried out in close-co-ordination with all the agencies. The Contractor shall not be entitled for any compensation on account of temporary stoppage of work due to other construction activities.
26. The Contractor shall provide protective equipment to labour employed by him for the work.
27. **Specifications.**

The Contractor shall execute the whole and every part of the work in the most substantial and workmanship manner both as regards material and otherwise in every respects strictly in accordance with the following relevant specifications with latest amendments up to the date of tendering.

**28. Access to the site.**

- a) The Technical Advisor or any other person authorized by the Engineer-in-charge shall at all times have access to the site and to all places where work in connection with the contract is being carried out or is intended to be carried out and to any place where material or plant are being manufactured/ fabricated/assembled for the works,
  - b) The Engineer, shall be entitled, during manufacture, fabrication or preparation to inspect and test the materials to be supplied under the Contractor. If any materials are being manufactured fabricated or prepared in workshops or places other than those of the Contractor, the Contractor shall obtain permission from the Engineer-in-charge and his authorized representative to carry out such inspection and testing in those work shops or places. All the expenses for such visits shall be borne by the Contractor. Such inspection or testing shall not release the Contractor from any obligation under the contract.
  - c) The Contractor shall agree with the Engineer-in-charge on the time and place for the inspection or testing of any materials for plant as provided in the contract. The Engineer-in-charge shall give the Contractor not less 24 hours notice of his intention to carry out the inspection or to attend the tests. If the Engineer-in-charge or his duly authorized representative does not attend on the date agreed, the Contractor may unless otherwise instructed by the Engineer-in-charge proceeds with the tests, which shall be deemed to have been made in the presence of Engineer-in-charge. The Contractor shall forthwith forward to the Engineer-in-charge duly certified copies of the test readings if the Engineer-in-charge has not attended the test, he shall accept the said readings as accurate.
29. Contractor shall be required to produce samples of all material sufficiently in advance to the Engineer-in-charge for approval before any work is 'Started. Contractor shall render all assistance and co-operation required for collection of sample when required and storage as well as their transportation to Laboratory and all charges connected therewith will be borne by him. Approved samples will be retained by the Engineer-in-charge until the completion of the work to confirm to the approved sample in all" respects, rejected material shall be removed by the Contractor from site immediately.
30. Some restrictions may be imposed by the security staff etc. on the working and or movement of labour, material and machinery etc, The Contractor shall be bound to follow all such restrictions, instructions and nothing ,shall be payable on this account.
31. The work shall be carried out in the manner complying in all respects 'with the requirement of relevant by laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge. Nothing extra will be paid on this account.
32. The University reserves the option and right to take away any item of work or any part thereof from the agency with due notice to the Contractor without liability of any kind of payment or any compensation.
33. Upon completion and before acceptance, the Contractor shall remove all false work excavated or useless materials, rubbish, temporary buildings if any constructed by him and shall leave the work site and adjacent area in a presentable condition to the satisfaction of the Engineer-in-charge.
34. Any surplus material left at site one month after the completion of the work, shall become the property of the University and no payment shall be made to the Contractor for that material.
35. Electric connection will be provided at site by RGNUL. Sub meter and cable / wiring required at site will be done by the bidder at his own cost. The electricity consumption will be charged as per



rates drive by the RGNUL on the basis of total bill by PSPCL & the electricity used by the bidder.

36. The executing agency will provide the following certificates from the authorized laboratory:-

\* 304 Grade stainless steel.

\* Powder coating certificate.

37. Providing and Fixing stainless steel (Grade 304) railing made of Hollow tubes, channels, plates etc., including welding, grinding, buffing, polishing and making curvature (wherever required) and fitting the same with necessary stainless steel nuts and bolts complete, i/c fixing the railing with necessary accessories & stainless steel dash fasteners , stainless steel bolts etc., of required size, on the top of the floor or the side of waist slab with suitable arrangement as per approval of Engineer-in-charge, ( for payment purpose only weight of stainless steel pipes shall only be considered.

The welding need to be done with **Argon welding** only **no electric arc welding** is allowed because of poor strength.

The welding should be done by only by **“TUV Certified welders”** as life of persons are on stake.

( Name of the agency with address & seal)

#### D. Fair wage Clause.

#### 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.



**ANNEXURE - 'IV'**

**VARIATION IN CONSUMPTION OF MATERIAL  
(Refer Para 32(B) of Conditions of Contract)**

Work shall be executed as per detailed specifications mentioned in the respective items. Variations if any shall be examined on the completion of the respective item accordingly.



**ANNEXURE - 'V'**

**MATERIAL BRAND CHART**  
**(Refer Clause 34(A) of Conditions of Contract)**

| <b>S. No</b> | <b>Description of items</b>       | <b>Approved brands / Make</b>    |
|--------------|-----------------------------------|----------------------------------|
| 1            | Stainless Steel                   | Jindal 304 Grade                 |
| 2            | Aluminium                         | Jindal, Hindalco, Mahavir        |
| 3            | Mild steel Pipes.                 | Jindal, Swastik & Ravindra       |
| 4            | Mild steel works other than pipe. | I.S.I                            |
| 5            | Prelaminated particle board;      | Duro, Centuary, National Kitply. |
| 6            | Door closers                      | Dorma & Dorset                   |
| 7            | Floor Machine;                    | DORMA make                       |
| 8            | Glass                             | Saint Gobin, Modi Guard & Asahi  |
| 9            | Polycarbonate Sheet               | Sabic & Lexan                    |

**Note; The executing agency will get the brands / Makes approved before these are brought at site.**

1



# **SECTION-B**

**(SPECIFICATIONS)**





## **SPECIFICATIONS**

**NAME OF WORK:**      **Providing & fixing of fabricated items like, Stainless Steel, Aluminium work & Mild Steel works etc, in Auditorium at RGNUL New Campus, Sidhuwal, Patiala.**

The work shall be carried out as per Punjab P.W.D. Specifications, 1963 corrected upto date.

In case where the Punjab P.W.D. Specifications are found wanting the latest I.S. Specifications shall hold good.

Where I.S Specifications are silent latest trade practice or manufactures' specifications shall prevail subject to the approval of the architect consultants/Engineer Incharge.

The workmanship shall be the best of its kind and shall conform to the specifications.

Any material or workmanship which in the opinion of the Architect Consultants/Engineer Incharge is defective or unsuitable, shall be removed immediately from the site and shall be substituted with proper material and/or workmanship forthwith as approved by the Architect Consultants/Engineer In-charge.

Rates quoted shall be for all heights, depths, and leads unless otherwise specified in the schedule of quantities.

Rates quoted shall include all operations, materials etc. mentioned in the specifications, schedule of quantities, labour, tools, plants, equipments, hoists, tackles, scaffolding and other sundries etc. for workmanlike completion of work.

Rates quoted shall include all royalty, monopoly charges and any other taxes levied by the government or local bodies.

Rates quoted shall include the cost of supplying photographs showing the works in progress from various angles as decided by the architects. Two sets of photographs to be supplied by the Contractor, one set for the Architects and other set for the University.

**UNIVERSITY ENGINEER  
RGNUL, PATIALA**

I (we) accept to execute work according to above specification.

**CONTRACTOR**

# **SECTION-C**

**(SCHEDULE OF ITEMS OF WORK,  
QUANTITIES THEREOF AND RATES  
TO BE QUOTED BY CONTRACTOR  
ON ITEM RATE BASIS)**



| <b>BILL OF QUANTITY.</b>   |   |             |                       |             |               |
|--|---|-------------|-----------------------|-------------|---------------|
| <b>Providing &amp; fixing of fabricated items like, Stainless Steel, Aluminium work &amp; Mild Steel works etc, in Auditorium at RGNUL New Campus , Sidhuwal, Patiala.</b> |   |             |                       |             |               |
| <b>SR. No</b>  | <b>DESCRIPTION</b>  | <b>UNIT</b> | <b>Appx. Quantity</b> | <b>Rate</b> | <b>Amount</b> |
| 1  | Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/appropriate z sections and other sections conforming to Is: 733 and IS : 1285 of Jindal, Hindalco, Mahavir or equivalent make approved by Engineer in Charge , fixed with rawl plugs and screws or with fixing clips, or with expansion hold fasteners including necessary filling up of gaps at junctions, at top, bottom and sides with required PVC Plug/neoprene felt etc. Aluminium sections shall be smooth, rust free, straight, mitered and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing /paneling, C.P.brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-In- Charge. (Glazing and paneling to be paid for separately). |             |                       |             |               |
| a  | For fixed portion and chowkhats   | Kg          | 606.21                | 339.10      | 205565.81     |
| b  | For shutters of doors, windows & ventilators including providing and fixing hinges/pivots and labour for fixing of fittings wherever required including the cost of PVC Plug / neoprene gasket required.  |             |                       |             |               |
|  |   | Kg          | 486.60                | 351.80      | 171185.88     |
| 2  | Providing and fixing 12mm thick prelaminated particle board flat pressed three layer or graded wood particle board conforming to IS: 12823 Grade I Type II, in paneling fixed in aluminium doors, windows shutters and partition frames with C.P. brass / stainless steel screws etc. complete as per architectural drawings & directions of engineer-in-charge. Pre-laminated particle board with decorative lamination on both sides.   | Sqm         | 51.29                 | 1112.00     | 57034.48      |
| 3  | Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with PVC Plug/ neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge . (Cost of aluminium snap beading shall be paid in basic item)  |             |                       |             |               |
| a  | Float glass panes of 5.5 mm thickness   | Sqm         | 100.83                | 975.00      | 98309.25      |
|  |   |             |                       |             |               |

|    |  |      |         |         |            |
|----|--|------|---------|---------|------------|
| 4  | Providing and fixing hydraulic door closer ISI mark with necessary screw etc. complete   |      |         |         |            |
| a  | I.S.I Designation No. III (size of door 851mm to 1000mm)   | Each | 24      | 1130.00 | 27120.00   |
|    |  |      |         |         |            |
| 5  | Cost of Aluminium fittings complete for doors, windows such as tower bolts, handleless and screw etc. for these fittings (Fittings shall be supplied by the University the quoted rates shall include fixing charges of the fittings. For shutter area above 0.50 sqm.   |      |         |         |            |
|    |  |      |         |         |            |
| 6  | Providing Polyster Powder Coating 50 micron any colour specified to aluminium section of various sizes including all carriages loading & unloading etc.  | Sqm  | 1092.81 | 50.00   | 54640.50   |
|    |  |      |         |         |            |
| 7  | Providing and fixing special quality bright finished brass cupboard or wardrobe locks with four levers of approved quality including necessary screws etc. complete. Size 75 mm  | Each | 16      | 209.00  | 3344.00    |
|    |  |      |         |         |            |
| 8  | Providing & fixing 14 / 16 gauge stainless steel pipe railing of grade 304 duly fixed on steps with the help of bolts grouted on steps with hand rail and newel post of 50/ 62.5 mm dia Stainless steel pipe, Balusters of 40/ 37.5 mm dia Stainless steel pipe and guard 3 Nos of 15 / 20 mm dia Stainless Steel pipe complete in all respect   | Kg   | 2066.86 | 558.00  | 1153307.88 |
|    |  |      |         |         |            |
| 9  | Providing and fixing hand rail of approved size by welding etc. to steel ladder railing, balcony railing, staircase railing and similar works, including applying priming coat of approved steel primer.   | Kg   | 290.52  | 95.00   | 27599.40   |
|    |  |      |         |         |            |
| 10 | Providing & fixing mild steel spiral stair case supported over 150m. Dia. Round tubular pipe with mild steel flat steps in triangular shape with riser not exceeding 150mm. With suitable plate form at top supported with terrace slab duly priming with metal primer one coat & painting two coats with synthetic enamel paint complete in all respects. the stair case is to be supported over terrace slab with suitable arrangement to the complete satisfaction of Engineer in charge. | Kg   | 250     | 75.80   | 18950.00   |
|    |  |      |         |         |            |
| 11 | Wrought iron and mild steel ladders, framed grills, grating etc. with ends of bars, riveted or welded or forged, framed window guards, barred iron doors, stair case, iron railing including cost of bolts and nuts or screws or welding rod, complete fixed in position.  | Kg   | 2454.20 | 75.00   | 184065.00  |
|    |  |      |         |         |            |
| 12 | Coloured Granite stone tiles 20mm thick in skirting, risers of steps, dado walls and pillars laid  | Sqm  | 1.08    | 4780.00 | 5162.40    |



|              |  |      |       |         |                     |
|--------------|--|------|-------|---------|---------------------|
|              | in 12.5mm thick cement mortar 1:3 (1 cement 3 coarse sand) and jointed with neat cement slurry mixed with pigment to match the shade of stone, including rubbing and polishing including labour for fixing dowel pins and cramps.  |      |       |         |                     |
| 13           | Providing and fixing carbon steel galvanised ( minimum coating 5 micron ) dash fastener of 10 mm dia double threaded 6.8 grade (yield strength 480 N/mm <sup>2</sup> ), counter sunk head, comprising of 10 m dia polyamide PA 6 grade sleeve, including drilling of hole in frame , concrete/ masonry, etc. as per direction of Engineer-in-charge. Size 10 x120 mm | Each | 60    | 85.00   | 5100.00             |
| 14           | Providing & fixing DORMA make floor machines catalogue Set Bts 65 with all accessories as required complete in all respects.   | Each | 12    | 3600.00 | 43200.00            |
| 15           | Providing & fixing 1.5 mm. thick Coloured Daimond polycarbonate sheet over galvanised sheet / trusses over sides of main hall shed with all hardware & accessories as required complete in all respects.   | Sqm  | 39.24 | 1225.00 | 48069.00            |
| <b>TOTAL</b> |  |      |       |         | <b>21,02,653.60</b> |

**NOTE:-** The bidder shall only quote *below / at par / above* as the case may be in para 1 and percentage ( % ) in para 2 of FORM OF BID on next sheet

# **SECTION-E**

**(FORM FOR PERFORMANCE OF  
BANK GUARANTEE)**

**SPECIMEN**  
**(Refer Clause I)**  
**PERFORMANCE BANK GUARANTEE OF BIDDER**

**Bank Guarantee No.:** \_\_\_\_\_ **dated :** \_\_\_\_\_

**Issuer of Bank Guarantee :**

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

(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 fabricated items like, Stainless Steel, Aluminium work & Mild Steel works etc, in Auditorium at RGNUL New Campus , Sidhuwal, 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).

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*

NAME OF CONTRACTOR : .....





NAME OF WORK : **Providing & fixing of fabricated items like, Stainless Steel, Aluminum work & Mild Steel works etc, in Auditorium at RGNUL New Campus , Sidhuwal, Patiala.**

Certified that this Agreement Contained  
Page.....to.....which are intact

**Accountant Superintendent**

**Executive Engineer  
RGNUL**

---

### **AGREEMENT**

This Agreement made this .....day of .....between ..... (hereinafter called the "Contractor" of the first part and Rajiv Gandhi National University of Law, Punjab, Patiala through the Registrar (hereinafter called "The University") of the other part.

Whereas the Contractor has offered to execute the **Providing & fixing of fabricated items like, Stainless Steel, Aluminium work & Mild Steel works etc, in Auditorium at RGNUL New Campus , Sidhuwal, Patiala.** and the University has accepted his tendered offer for the execution of afore mentioned work. NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them as per the general conditions of contract enclosed herewith.
2. The following documents shall be deemed to form and be construed as part of this Agreement:
  - (i) The "NOTICE INVITING TENDER" AND "INSTRUCTIONS TO TENDERERS" enclosed as ANNEXURE - 'I' with this agreement.
  - (ii) "ITEM RATE TENDER FOR WORK" enclosed as ANNEXURE - 'II' with this agreement.
  - (iii) Conditions of the Contract enclosed as Annexure III with te agreement.III' with this agreement
  - (iv) Specifications and drawings relating to work duly signed by the contractor and University Engineer.
  - (v) Schedule of item of work, quantities thereof, and rates quoted by the Contractor on item rate basis and accepted by the University.



3. The work will be executed strictly according to specifications and drawings relating to the work and the schedule of items of work as per quantities specified therein at the accepted rates.
4. All correspondence and modifications of tendered offer and acceptance letter will form part of this agreement.
5. In considerations of the payment to be made by the University to the Contractor in respect of complete work or item of work, the Contractor hereby covenants with the University to execute the work in conformity with provisions of this Agreement.
6. The University hereby covenants to pay the Contractor, in consideration of execution of works, the price in the manner as specified in this Agreement.

IN WITNESS THEREOF THE PARTIES HERE TO SET THEIR RESPECTIVE HANDS AND SEALS ON THE DAY AND YEAR MENTIONED ABOVE IN THE PRESENCE OF WITNESSES AS UNDER:

**Name and Address of the Contractor**

**Signature of Contractor**

.....  
.....  
.....  
.....  
.....

.....  
.....  
.....  
.....  
.....

Signed sealed and Delivered by ..... in the capacity of  
.....

**In presence of (Name and Address)**

**Witness No. 1**

.....  
.....

**Witness No. 2**

.....  
.....

**Registrar**

For & on behalf of the  
Rajiv Gandhi National  
University of Law, Punjab  
Patiala (RGNUL)