TENDER DOCUMENT

(NIT No: RGNUL/ 293 Dated: 25/10/2024

Providing and fixing of 6 amp. Sockets & required material like wire, pvc pipe etc. in reading hall-1,2 (F.F) & 24 hr lab (GF) in Library Block at RGNUL, Punjab, Patiala.



Rajiv Gandhi National University of Law, Punjab, Sidhuwal Bhadson Road Patiala



RGNUL, PUNJAB TENDER DOCUMENT

TENDER NO.	: RGNUL/293
NAME OF WORK	Providing and fixing of 6 amp. Sockets & required material like wire, pvc pipe etc. in reading hall-1,2 (F.F) & 24 hr lab (GF) in Library Block at RGNUL, Punjab, Patiala.
COST OF DOCUMENTS	: Rs. 1,000/- + 18% GST
EARNEST MONEY	; Rs. 3,000/-
DATE AND TIME OF ISSUE OF TENDER DOCUMENTS	25.10.2024 TO 05.11.2024 UPTO 10:30 AM
DATE AND TIME OF RECEIPT OF TENDERS	: 05.11.2024 (UPTO 11:00)
DATE AND TIME OF OPENING OF TENDERS	: 05/11/2024 (AT 11:30 A.M.)

Rajiv Gandhi National University of Law Punjab. NOTICE INVITING TENDERS

No 293/ RGNUL Date 25.10.2024

Sealed tenders are invited from Registered contractors / Co- operative L& C societies from Punjab PWD, CPWD, MES, Central Govt. Undertakings for the construction of the below noted in RGNUL Campus at Sidhuwal, Patiala, are invited, so as to reach this office by **05-11-2024 at 11:00 A.M.** Bids will be opened on same day at 11:30 AM by Tender Opening Committee in the presence of representative of agencies, who may like to be present.

S. No	Name of work	Earnest money	Time period	
·	Providing and fixing of 6 amp. Sockets & required material like wire, pvc pipe etc. in reading hall-1,2 (F.F) & 24 hr lab (GF) in Library Block at RGNUL, Punjab, Patiala.	Rs. 3,000/-	One Month	

Terms and Conditions:

- 1. The complete Bidding document / DNIT can be obtained from office against Demand draft for Rs. 1000/-+18% GST (Non-refundable) between 9.00 AM to 4.00 PM from 25.10.2024 to 05.11.2024 up to 10:00AM. Earnest money of the unsuccessful bidders shall be refunded after the allotment of work. Earnest money of the lowest bidder shall be refunded after successful completion of the work.
- 2. Subletting the work after its award is not permissible. <u>The contractors should have A-Class Electrical license issued by Chief Electrical Inspector Office.</u>
- 3. The bid shall be accompanied by Earnest Money Rs. 3,000/- in the shape of Cheque or Demand Draft from the reputed Bank preferably Nationalized Bank only, in favour of the Registrar, RGNUL Patiala. The agency will also furnish copy of valid enlistment, copy of PAN, EPF, ESI, GST registration. No bid/ Quotation will be entertained without EPF and ESI registration number.
- The conditional tenders contrary to DNIT will not be accepted.
- 5. The quoted rates shall include components related to labour laws. The Firm has to abide by all the labour laws and to deposit due amounts under these laws already covered in the quoted rates.
- 6. The Tender Allotment committee reserves the right to accept or reject any or all the tenders Without assigning any reason.
- 7. Noncompliance of instructions of the authorities of the University or delay in completion of the assigned work or non-removal of defects in time; the Institute shall be free to get the job done or get the defects rectified through any other agency at the risk and cost of the Firm.
- 8. The work shall be completed within **01 Month** the date of issue of acceptance letter.
- 9. Income Tax and other taxes as applicable shall be deducted from the Firm's monthly bills.
- 10. The Firm shall be responsible for any damage caused to any property of the campus and make good all such damages at his own cost.
- 11. Amount / Quantity can be increased & decreased. The security received or deducted @ 5% from the contractor's bill shall be refunded after three months of the final measurements of work and EMD will be release after the date of completion of work.
- 12. If **05-11-2024** is declared holiday by RGNUL, the tender will be received on the next workingday.

INSTRUCTIONS TO BIDDERS

Kindly stamp and sign all pages of the tender. Deviations if any shall be highlighted on a separate sheet on the tenderer's letterhead.

If there is any contradiction between various sections of the tender booklet, the Schedule of Quantities shall hold over the Terms & Conditions, which shall hold over the General Terms & Conditions.

For any clarification regarding this job, the bidders can contact Phone **No 0175 – 2391600-601, 602,603 Extension 419 & e-mail:** <u>cmw@rgnul.ac.in</u>

GENERAL:

- All materials required for the job will have to be arranged by the Firm meeting the relevant codes specifications.
- 2. The Firm will have to make his own arrangement to transport the required materials outside and inside the working place and leaving the premises in a neat and tidy condition after the completion of the job to the satisfaction of the RGNUL University Engineer.
- 3. The Firm will have to arrange for safe keeping of his materials and should provide necessary security arrangements for safe guarding the materials. RGNUL will "not be responsible for any claims with regard to this.
- 4. The tenderers are advised to visit the site and get acquainted with the site conditions. RGNUL will provide power connection for which firm will arrange sub meter & cables etc. consumption charges will be borne by the firm.
- 5. The tenderers should note the site conditions before quoting, for the execution of this job and it will be sole responsibility of the firm to ensure that they abide by the various rules. Regulations, bye-laws and other statutory requirements etc. Imposed by the Government / semi-Government and / or other local authorities governing execution of this job. During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for nonobservance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer shall also have right to recover from the Contractor any sum required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.
- 6. When the person signing the tender is not sole proprietor the necessary Power of Attorney authorizing the person to act on behalf of the proprietor or Organization should be produced / attached with the tender.
- 7. The tenderers should study the various tender conditions / documents etc. Carefully before submitting their offers. If there are any doubts, they should get clarifications from RGNUL. In

- writing, but this shall not be a justification for submission of late tenders or extension of due date of the tender.
- 8. All entries and rates in the tender form must be written in permanent ink or typewritten, Erasures, overwriting or corrections if any, should be attested under the full signatures of the tenderer. All rates should be both in figures and words. The total amount should be given both in' figures and words in the tender form. In case of any difference, the rate expressed in words will be taken as authentic.
- As far as possible the tenderers should endeavor not to stipulate any counter terms / conditions or modifications of tender clauses and should quote strictly as per tender conditions. This will assist in proper evaluation of each offer.
- RGNUL reserves the right to reject offers not meeting its technical requirements and commercial conditions.
- 11. RGNUL shall not be bound to accept the lowest tender and reserves right to accept any tenders. Decision of RGNUL in this connection shall be final.
- 12. The bidder at the his own responsibility, expenses and risk, is encouraged to visit and examine the Site(s) of Project/Work(s) and its/their surroundings and obtain all information (including that on the risks, contingencies and other circumstances which may affect or influence the bid) that may be necessary for preparing the Bid and entering into a contract. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

13. Disputes Resolution Mechanism.

- 13.1 If any dispute or difference of any kind what-so-ever shall arise between the RGNUL, its authorized representative and the Firm in connection with or arising out of this contract for the execution of work there under.
- Whether before its commencement or during the progress of work of after the termination, abandonment or breach of the contract, it shall in the first instance, be referred for settlement to the Registrar of RGNUL and he shall, within a period of sixty days after being requested in writing by the Firm to do so convey his decision to the Firm. Such decision in respect of every matter so referred shall, subject to arbitration as herein after provided, be final and binding upon the Firm. In case the work is already in progress, the Firm shall proceed with the execution of the work on receipt of the decision of the Registrar as aforesaid will all due diligence, whether any of the parties requires arbitration as herein after provided or not.
- 13.3 If the Registrar has conveyed his decision to the Firm and no claim for arbitration has been filed by the Firm within a period of sixty days from the receipt of the letter communicating the decision, the said decision shall be final and binding upon the Firm and will not be subject matter of arbitration at all.
- 13.4 If the Registrar fails to convey his decision within a period of sixty days after being requested as aforesaid the Firm may within further sixty days of the expiry of the final sixty days from the date on which the said request was made by the Firm refer the dispute for arbitration as herein after provided.
- All disputes or differences in respect of which the decision is not final and conclusive shall at the request of either party made in a communication sent through registered A.D. post be referred to the sole arbitration of the Technical Advisor(civil)of RGNUL acting as such at the time of reference unless debarred from acting as an Arbitrator by an order of RGNUL in which event, the Vice Chancellor shall appoint any other technical officer from the persons already on the panel of RGNUL to act as arbitrator, on receipt of request from either party.
- 13.6 The Vice-Chancellor shall have the authority to change the arbitrator on an application by either the Firm of the Registrar requesting change of the arbitrator giving reasons thereof, either before the start of the arbitration proceedings or during the course of the proceedings. The arbitration proceedings would stand suspended as soon as an application for change of Arbitrator filed before the Vice-Chancellor and a notice thereof is given by the applicant to Arbitrator. The Vice-Chancellor after hearing both the parties may pass a speaking order rejecting the application or accepting to change the arbitrator simultaneously, appointing a technical officer from the persons already on the panel of RGNUL to act as arbitrator, on receipt of request from either party. The new Arbitrator so appointed may enter upon the

- reference a fresh or he may continue the hearings from the point these were suspended before the previous Arbitrator.
- 13.7 The reference to the Arbitrator shall be made by the claimant party within one hundred twenty days from the date of dispute of claim arises during the execution of work. If the claim pertains to rates or recoveries introduced in the final bill the reference to the Arbitrator shall be made within six calendar months from the date of payment the final bill to the Firm or from the date of registered notice is sent to the Firm to the effect that his final bill is ready by the Engineer-incharge (whose decision in this respect shall be final and binding) whichever is earlier.
- 13.8 It shall be an essential term of this contract that in order to avoid previous claims, the party invoking arbitration shall specify the disputes on facts and calculations stating the amount claimed under each claim and shall furnish a "deposit-at-call" for ten percent of the amount claimed, on a scheduled bank in the name of the Arbitrator, by his official designation who shall keep the amount in deposit till the announcement of the Award. In the event of an award in favour of the claimant, the deposit shall be refunded to him in the proportion to the amount awarded with respect to the amount claimed and the balance, if any, shall be forfeited and paid to the other party.
- 13.9 The provisions of the Indian Arbitration and Reconciliation Act, 1996 or any other statutory enactment there under or modifications thereof and for the time being in force shall apply to the arbitration proceedings under this clause.
- 13.10 The Arbitrator shall give a reasoned award for each claim/counter claim.
- 13.11 The Venue of arbitration shall be such place or places as may be fixed by the Arbitrator in his sole discretion. The work under the Contract shall continue during the arbitration proceedings.
- 13.12 The stamp fee due on the award shall be payable by the party as desired by the Arbitrator and in the event of such party's default, the stamp fee shall be recoverable from any other sum due to such party under this or any other contract.
- 13.13 Neither party shall be entitled to bring a claim for arbitration, if is not field as per the time period already specified or within six months of the following:
 - a) Of the date of completion of the work as certified by the Engineer-in-charge or
 - b) Of the date of abandonment of the work or breach of contract under any of its clauses or
 - C) Of its non-commencement or no resumption or work within 10 days of written notice for commencement or resumption as applicable, or
 - d) Of the cancellation, termination or withdrawal of the work from the Firm in whole or in part and/or revision for enclosure of the contract, or
 - e) Of receiving an intimation from Engineer-in-charge that the final payment due or recovery from the Firm had been determined, for purpose of payment adjustment whichever is the latest.
 - If the matter is not referred to the arbitration within the period prescribed above, all the rights and claims of the either party under the contract shall be deemed to have been forfeited and absolutely barred by time for arbitration and even for civil litigation.
- 13.14 No questions relating to this contract shall be brought before any civil court without first invoking and completing the arbitration proceedings, if the issue is covered by the scope of arbitration under this contract. The pending of arbitration proceedings shall not disentitle the Employer to terminate the contract and to make alternate arrangement for completion of the works.
- 13.15 The arbitrator shall be deemed to have entered on the reference on the day, he issues notices to the parties fixing the first date of hearing. The Arbitrator may from time to time with the consent of the parties enlarge the initial time for marking and publishing the award.
- 13.16 The expiry of the contractual time limit, whether originally fixed or extended, shall not invalidate the provisions of this clause.

14. Change in the Quantities

- (i) Amount/Quantity of any item as shown in bill of quantities can be increased/decreased or any item can be omitted or substituted as per actual requirement at site of work as per approval of the Engineer-in-charge.
- (ii) If any item other than B.O.Q. which is not available either in CSR or DSR, is required to be got done, the contractor/agency shall have to do the same as per direction of the Engineer-in-

charge. The contractor/agency will submit his rates for such item with support of proper analysis based on lowest rate of materials. The rate will be decided by mutual negotiation by the Engineer-in-charge. However, in case of disagreement, the rates fixed by the Engineer-in-charge shall prevail.

- 15. The date of start shall be reckoned after two days from the date of issue of acceptance letter.
- 16. The contractual agency shall submit the running/final bill duly supported with status of ESI and EPF compliance and undertaking to the effect that incase of any lapse in this regard, we shall be bound to face any legal action initiated by the concerned department.

Bill of quantities for Providing and fixing of 6 amp. Sockets & required material like wire, pvc pipe etc. in reading hall-1,2 (F.F) & 24 hr lab (GF) in Library Block at RGNUL, Punjab, Patiala.

Sr.no.	CSR- 2020	Description of item	Unit	Qty	Net Rate	Amount
1	34.17	SHEET METAL DOUBLE DOOR DISTRIBUTION BOARD FOR MCB's/RCBO's/ RCCB's:				
	(vii)	TP&N Horizontal Double Door Distribution Board 8 way each	Each	1	4,289	4,289
2	34.16 C	RCBO's:				
		Supply and erection of RCCB (Residual Current Circuit Breaker) for Earth leakage protection suitable for 240/415 volts 50 cycles AC supply with breaking capacity of 10kA as per IEC 61008-1 in the existing MCB distribution board as per PWD General specifications including connections with suitable size of thimbles/lugs:-				
	(v)	RCCB Double Pole 32/40amp., Sensitivity100 mA	Each	3	2,147	6,440
3	34.16 A	MINIATURE CIRCUIT BREAKERS/ RCBO's/ RCCB's:				
		MINIATURE CIRCUIT BREAKERS: Supply and erection of Miniature Circuit Breaker MCB's for circuit protection against overload and short circuit current fault suitable for 240/ 415 volts 50cycles AC supply with breaking capacity of 10kA, Curve-C and low watt losses as per IS/IEC 60898-1, energy limitation class-3, true contact indication, label holder facility in the existing MCB distribution board as per PWD General Specifications including connections with suitable size of thimbles/lugs:-				
	(ii)	MCB Single Pole 6-32amp. (10kA, Curve-C)	Each	18	191	3,430
	(xv)	MCB Four Pole 40amp. (10kA, Curve-C)	Each	1	1,532	1,532
4	34.12	PVC, HDPE PIPES & PVC FLEXIBLE PIPES:				
		Supply & erection of PVC Conduit Pipes (ISI marked) as per IS9537:Part-III & HDPE pipes (ISI marked) as per IS:4984:1995 for wiring purposes including bends, junction boxes, Steel hooks, M.S. saddle clamps and other petty materials etc., as per PWD General Specifications:-				
	(ii)	Heavy Gauge PVC Conduit Pipe 25mm dia. (On Surface)	Rm	315	58	18,119
	(iv)	Heavy Gauge PVC Conduit Pipe 40mm dia. (On Surface)	Rm	35	111	3,872
5	34.09	PVC INSULATED FR COPPER CONDUCTOR CABLES:				
		Supply and erection of PVC insulated FR single core Unsheathed copper conductor cable (ISI marked) suitable upto 1100 volts grade confirm to IS:694/1990 left bare in pipe or casing of suitable size complete in all respect as desired by the Engineer-in-charge:-	Dec	000		
	(iii)	Overall size 2.5sq.mm (Un-sheathed)	Rm	990	37	

						36,608
	(v)	Overall size 6sq.mm (Un-sheathed)	Rm	220	74	16,270
6	34.07A	SURFACE PVC CONDUIT PIPE WIRING SYSTEM WITH MODULAR SWITCHES:				
		Wiring in PVC insulated copper conductor single core FR cable (ISI marked) overall 1.5sq. mm, 1100volts grade to be laid in heavy gauge PVC conduit pipe 20mm/ 25mm dia (ISI Marked) installed on surface etc., complete with PVC boxes (Plastic on surface boxes)				
	(v)	Wiring 6Amp. Plug control comprising wall socket point	Each	150	395	59,259
						1,49,820

NOTES: - 1. Quoted rates shall be inclusive of all taxes & duties.

(Signature of the agency with seal)

AGREEMENT

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Nationa	l Unive	ersity of Law,	Punjab,	Patiala th	rough the Regis	trar (hereina	fter calle	ed "The University")	of the other pa	art.	
the Uni	e, pvc versity	pipe etc. in	reading d his ter	hall-1,2 (F.F) & 24 hr lab	(GF) in Lib	rary Blo	6 amp. Sockets & rock at RGNUL, Punjoned work. NOW TH	jab, Patiala."	and	
	1.				and expressions general condition			me meanings as a	are respectiv	ely	
	2.	The following	ng docur	nents sha	Il be deemed to	form and be	construe	ed as part of this Ag	reement:		
	(i)	The "NOT ANNEXUR				"INSTRUC	CTIONS	TO TENDERERS	s" enclosed	as	
	3.				rictly according to ed therein at the			sample and the sche	edule of items	of	
	4. All correspondence and modifications, if any and acceptance letter will from part of this agreement.										
	5.				ants to pay the this Agreement.	Firm, in con	sideratio	on of completion of	works, the pri	ce	
	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 Addres	s of the	Firm			Sign	nature of Firm			
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	Signed sealed and Delivered byin the capacity of										
	In pres	sence of (Na	me and	Address)						
	Witnes	ss No. 1									
							F	Registrar For & on behalf of the Rajiv Gandhi Nationa			
	Witnes	ss No. 2					U	Jniversity of Law, Pu Patiala (RGNUL)			
					10)					