

TENDER DOCUMENT

E-Tender Notice No: 02/2018-19/RGNUL

Dated: 25/06 /2018

Name of work:- Providing & fixing of Showcases in the waiting areas of Vice – Chancellor & Registrar offices, furniture items for setting up of work stations for various office branches in RGNUL campus, Sidhuwal, Patiala.

VOLUME – I



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

ARCHITECT/

CONSULTANTS: M/s Kothari Associates Pvt. Ltd.

**G – 65, Connaught Circus, New Delhi 110001
011 23325040, 011 23324598, Fax: 011 23712001**

E-TENDER NOTICE**NIT No. 02/2018-19/RGNUL****DATED 25.06.2018**

RGNUL invites online item rate tenders from Registered Companies, Furnishers, Vendors of the company/Integrators & approved Government contractors particularly in this field / Furnishers / Labour & co-operative Societies, fulfilling the qualifying criteria as per bidding documents, on a two bid system for the below noted work. Bids be received up to **11.30 AM on 11.07.2018**

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 and fixing of Showcases in the waiting areas of Vice – Chancellor and Registrar offices, furniture items for setting up of work stations for various office branches in RGNUL campus, Sidhuwal, Patiala.		0.50 Lac	2360/-	2000/-	03 Months

Schedule of Tenders

Availability of Tenders online for Bidding	Last date of submission for online bids	Date & time of opening of Technical bids	Date and time of opening of Financial Bids
From 04.07.18 11.00 AM to 11.07.18 Up to 11:00 AM	11.07.18 Up to 11.30 AM	12.07.18 At 11.30 AM	16.07.18 at 12.30 PM

Terms & Conditions:-

- It is mandatory for the interested bidders/ contractors to get themselves registered with www.tenderwizard.com/PUNJAB & get User Id, password & Class-III Digital signatures for participating in this E-tendering process. The Tender documents shall be purchased, accessed, filled and submitted online from the site as mentioned above (www.tenderwizard.com/PUNJAB).
- The processing fees, earnest money & tender form fee shall have to be deposited online. For any query regarding this online deposition; ITI Limited Numbers: - 092572-09340, 80546-28821, 0172-5035985 may be contacted.
- For any clarification regarding E-tendering process please contact Mr. Pavitar Singh **081466-99866**.
- The detailed DNIT and other terms & conditions duly uploaded can be accessed online www.tenderwizard.com/PUNJAB and <https://www.rgnul.ac.in/tender.aspx?page=50> site.
- Apart from this the same can be seen in this office on any working day between 9.00 A.M to 5.00 P.M.
- Pre-Bidding conference shall be held in the office of the Registrar, RGNUL on 09.07.2018 at 3.00 PM. Queries/suggestions in this regard should reach latest by 11.00 AM on 09.07.2018 either through registered post or email cmw@rgnul.ac.in. No query after this date shall be entertained. The University reserves the right to accept or reject the query/suggestion.
- The conditional tenders contrary to DNIT will not be accepted.

Contractor

Witness

Registrar

8. 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.
9. 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.
10. Bidders / contracting firms should have completed only in their own name & style, similar works during the last five years:
 - (a) **Three similar completed works costing not less than the amount equal to 40% of the bid cost.**
 - OR**
 - (b) **Two similar completed works costing not less than the amount equal to 50% of the bid cost.**
 - OR**
 - (a) **One similar completed work costing not less than the amount equal to 80% of the bid cost.**

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).

11. 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.
12. Average Annual financial turnover during the last three years ending **31.03.2018** should be at least **50% of the bid cost.**
13. If date of opening of Technical Bid/Financial bid, is declared holiday by RGNUL, the tender will be opened on the next working day.
14. Original documents can also be seen by the RGNUL, any document found fake at any time, the agency can be debarred & black listed & the earnest money or any other amount due to the respective agency can be forfeited
15. The bidder will abide himself by all the labour laws.
16. Financial bid is required to be submitted in Indian Rupees.
17. Quoted rates are deemed to be inclusive of all taxes including service tax.
18. Performance 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 guarantee.
19. Date of start shall be considered after 21days from the date of issue of letter of intimation.
20. **Sub-contracting**
Sub-contracting is not allowed, is the firm is found guilty order is liable to be cancelled & earnest money / performance guarantee / payment due will be withheld.
21. **Contractor's Risks**

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor
22. **Insurance**

Personal injury or death of any workmen/damage to RGNUL property shall be the responsibility of the Contractor.
23. **The Works to be completed by the intended Completion Date**
The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

24. Disputes and Arbitration.

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

25. Extension of the Intended Completion Date

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

26. Identifying Defects

The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

27. Tests

University will have the right to get up to 10% quality control test carried out from independent reputed quality control laboratory at the expenses of contractual agency.

28. Correction of Defects

The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion which is 12 months. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

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

29. Uncorrected Defects

In case the defects pointed out by the University Engineer have not been attended by the contractor, the University Engineer will have the right to release payment of such items on reduced rates subject to the condition that such defects in the opinion of University Engineer does not affect the Safety/ Performance of the building.

If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

30. Change in the Quantities

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

31. **Payment Certificates**

The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

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

32. **Retention**

The Engineer on behalf of the Employer shall retain 5% from each payment due to the Contractor until Completion of the whole of the Works.

On Completion of the whole of the Works half the total amount retained is repaid to the Contractor and half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

33. **Securities**

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

34. **Tax**

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

FINISHING THE CONTRACT

35. **Completion**

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

36. **Taking Over**

The Engineer on behalf of the Employer shall take over the Site and the Works within seven days of having issued a Certificate of Completion to the Contractor.

37. Final Account

The Contractor shall supply to the Engineer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period, which is 12 months. The Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.

38. Termination

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

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

- (a) The Contractor stops work for 28 days when no stoppage of work is shown on the current programme and the stoppage has not been authorized by the Engineer;
- (b) The Engineer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days;
- (c) The Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) A payment certified by the Engineer is not paid by the Employer to the Contractor within 56 days of the date of the Engineer's certificate;
- (e) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (f) the Contractor does not maintain a security which is required;
- (g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid which will be 10% of the allotted amount.
- (h) If the Contractor, in the judgment of the Engineer or the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (i) In case the contractor is a joint venture of consortium or partnership firm or any other such legal entity having more than one constituent, the contractor shall not change its legal constitution in any manner during the subsistence of contract. The share holding, percentage/extent of partnership or other interest of the original constituents of the Contractor shall not be diluted or varied during the subsistence of Contract.

- (j) The Contractor shall not engage the services of any sub Contractor for the purposes of discharging obligation under the Contract without approval of the Engineer.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish contract prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

- 59.3 When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 59.2 above, the Engineer shall decide whether the breach is fundamental or not.
- 59.4 Notwithstanding the above, the Engineer on behalf of the Employer may terminate the Contract for convenience.
- 59.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

39. Payment upon Termination

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

40. Property

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

41. LABOUR:

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

42. Defect liability period. The defect liability period shall be **12 months from the date of completion of whole works.**

Registrar

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 letter head.

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: cmw@rgnul.ac.in**

GENERAL:

- 1- All materials required for the job will have to be arranged by the Firm meeting the relevant codes specifications.
- 2- **The firm will fabricate the furniture at RGNUL campus.** 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 neat and tidy condition after the completion of the job to the satisfaction of the RGNUL University Engineer. Power connection will be supplied for which sub meter will be arranged by the contractor / firm. Power consumption charges shall be borne by the contractor / firm.
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 only working place and power. All other arrangements shall be made by the contractor.
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.
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. 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.
9. RGNUL reserves the right to reject offers not meeting its technical requirements and commercial conditions.
10. 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.
11. **Disputes and Arbitration.**
 - 11.1 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.

- 11.2 Whether before its commencement or during the progress of work or after the termination, abandonment or breach of the contract, it shall in the first instance, be referred for settlement to the Registrar of RGNUL and he shall, within a period of sixty days after being requested in writing by the Firm to do so convey his decision to the Firm. Such decision in respect of every matter so referred shall, subject to arbitration as here in 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.
- 11.3 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.
- 11.4 If the Engineer-in-charge 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 hereinafter provided.
- 11.5 All disputes or differences in respect of which the decision is not final and conclusive shall at the request of either party made in a communication sent through registered A.D. post be referred to the sole arbitration of the Technical Advisor(civil)of RGNUL acting as such at the time of reference unless debarred from acting as an Arbitrator by an order of RGNUL in which event, the Vice Chancellor shall appoint any other technical officer from the persons already on the panel of RGNUL to act as arbitrator, on receipt of request from either party.
- 11.6 Employer of work shall have the authority to change the arbitrator on an application by either the Firm or the Engineer-in-charge requesting change of the arbitrator giving reasons thereof, either before the start of the arbitration proceedings or during the course of the proceedings. The arbitration proceedings would stand suspended as soon as an application for change of Arbitrator filed before the Employer and a notice thereof is given by the applicant to Arbitrator. The Employer after hearing both the parties may pass a speaking order rejecting the application or accepting to change the arbitrator simultaneously, appointing a technical officer from the persons already on the panel of RGNUL to act as arbitrator, on receipt of request from either party. The new Arbitrator so appointed may enter upon the reference afresh or he may continue the hearings from the point these were suspended before the previous Arbitrator.
- 11.7 The reference to the Arbitrator shall be made by the claimant party within one hundred twenty days from the date of dispute of claim arises during the execution of work. If the claim pertains to rates or recoveries introduced in the final bill the reference to the Arbitrator shall be made within six calendar months from the date of payment the final bill to the Firm or from the date of registered notice is sent to the Firm to the effect that his final bill is ready by the Engineer-in-charge(whose decision in this respect shall be final and binding) whichever is earlier.
- 11.8 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 of the amount awarded with respect to the amount claimed and the balance, if any, shall be forfeited and paid to the other party.
- 11.9 The provisions of the Indian Arbitration 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.
- 11.10 The Arbitrator shall award separately giving his award against each claim and dispute and counter claim raised by either party giving reasons for his award. Any lump sum award enforceable shall not be legally enforceable.

- 11.11 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.
- 11.12 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.
- 11.13 Neither party shall be entitled to bring a claim for arbitration, if is not filed as per the time period already specified or within six months of the following:
- a) Of the date of completion of the work as certified by the Engineer-in-charge or
 - b) Of the date of abandonment of the work or breach of contract under any of its clauses or
 - C) Of its non-commencement or no resumption of work within 10 days of written notice for commencement or resumption as applicable, or
 - d) Of the cancellation, termination or withdrawal of the work from the 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.
- 11.14 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.
- 11.15 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.
- 11.16 The expiry of the contractual time limit, whether originally fixed or extended, shall not invalidate the provisions of this clause.

Technical Specifications

1. The ply wood shall be of Green, Duro, Marino, Century make.
2. Mica shall be Kitply, Duro, Century, Greylam, Marino or Formica brands.
3. All the Ply / board should be bore / termite proof & wrapping proof.
4. The laminate which are to be used needs to be got approved from University Engineer, before its use for manufacturing of furniture. Shades as approved by the Engineer – In –Charge.
5. All the accessories like telescopic channels should be of EARL BIHARI make, locks (Godrej / Link) with keys in duplicate, hinges should be of SONA make. Magnetic catchers, handles, knobs etc. should be of standard reputed brands and should be got approved before their use.
6. Furniture will be got checked, before polishing.

NOTE-

1. **Beside the above Makes / Brands equivalent Quality make can also be used with the prior approval of the Engineer Incharge.**
2. **Any material/ item having logo of “a quality brand from _ _ _ _ “is not allowed.**

PRE-QUALIFICATION CRITERIA:

1. Pre-Qualification will be based on meeting all the minimum criteria for pre-qualification and other qualification criteria regarding the Applicant's work experience, personnel and equipment capabilities and financial position as demonstrated by the Applicant's responses in the forms attached to the Letter of Application.
2. The Applicant should meet the following minimum criteria for Pre-Qualification:
- 3) **Experience in building works:**
 1. Experience of having successfully completed similar works during last 5 years ending last day of month previous to the one in which applications are invited should be either of the following:-
 - (a) **Three similar** completed works costing not less than the amount equal to **40% of the bid cost.**
 - OR**
 - (b) **Two similar** completed works costing not less than the amount equal to **50% of the bid cost.**
 - OR**
 - (c) **One similar** completed work costing not less than the amount equal to **80% of the bid cost.**

Note:- Preference will be given to the works executed in educational institutions. Certificates from the respective institutions are required to be submitted with the technical bid.

2) Turnover in similar activities:

- i) Average annual financial turnover during the last three years ending **31.03.18** should be at least **50% of the bid cost.**

5.0 OTHER INFORMATION TO BE SUBMITTED ALONGWITH APPLICATION

- 5.1 Registration/ Licence: The firm should have Works Contract Tax/VAT Registration with the appropriate Authorities In case the firm is not registered at the time of submission of bid; they will submit an undertaking that they will get themselves registered with the concerned authorities in case they are awarded the work
- 5.2 The firm should submit an affidavit duly notarized that they have not abandoned any work of Government of Punjab / Union Government / other State Governments/ PSU's etc. during the last 5 years. They should also submit an affidavit that they have not been blacklisted or expelled by Union Government/ State Governments/ PSU's etc. during the last 5 years as per ANNEXTURE- "A".
- 5.3. The applicant should provide information regarding litigation/ Arbitration cases for the last five years as per ANNEXTURE- B
- 6.0 Even though the Applicants meet the above criteria, they are subject to be disqualified, if they have:

- made misleading or false representation in the form, statement and attachments submitted; /or
- Record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc. /or
- The performance of any agency already worked/ working with PWD or any other department of Govt. of Punjab and is not found satisfactory./or
- found to have been black listed in any of the works.

- 7.0** The bidder shall bear all costs associated with the preparation and submission of his bid, and the employer will in no case be responsible and liable for those costs.
- 8.0** The applicants are advised to visit the site to get first-hand information as regards its approach, accessibility, working conditions, site conditions, availability of labour and material etc. and other matters affecting cost and work. All costs incurred in connection with submission of the pre-
- 9.0** If any information furnished by the applicant is found incorrect at a later stage, applicant shall be liable to be debarred from participating in tenders of Government of Punjab. The department reserves the right to verify the particulars furnished by the applicant independently.
- 10.0** The competent authority to pre-qualify shall have the power to relax any condition/criterion for pre-qualification if it considers expedient to do so.
- 11.0** Even though the agency meets all the criteria, the Employer reserves the right to accept or reject any applicant/disqualify any agency without assigning any reason whatsoever.

FINANCIAL CAPABILITIES**(Rs. In lac)**

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
2015-2016	Rs.
2016-2017	Rs.
2017-2018 (Provisional if not finalized)	Rs.
Average Annual Turnover over the past three years	Rs.

Financial Information in Rs. Equivalent	For year 2015-2015	For year 2016-2017	For year 2017-2018 (Provisional If not finalized)
1. Total Assets			
2. Current Assets			
3. Total Liabilities			
4. Current Liabilities			
5. Profit before Tax			
6. Profit after Tax			
7. Net Worth			

NOTE : The above data is to be supported by audited balance sheets

1. Attach copies of audited balance sheets for all five years (2015-2016, 2016-2017& 2017-2018 Provisional for 2017-2018 if not finalized).
2. Attach recent solvency certificate from bankers
3. Indicate financial arrangements for carrying out the proposed work.

Authorized Signatory of bidder

NOTE :Please attach supporting documents such as, Completion certificates along with work order's copies duly attested for the above information.

Contractor

Witness

Registrar

ANNEXTURE- "A".**AFFIDAVIT***

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

_____ (Signed by an Authorized Officer of the Firm)

Title of office _____

Name of Firm _____

Date

ANNEXTURE- B**Litigation Details Court Cases/arbitration**

Name of Bidder :-							
Year	Name of the work	Name of the Client, with Address	Title of the court Case/Arbitration	Detail of the Court/ Arbitrator	Status Pending / Decided	Disputed Amount (Current Value, the equivalent) in case of Court Cases/arbitration	Actual Awarded Amount (Rs) in decided Court Cases/arbitration

Authorized Signatory of bidder

Contractor

Witness

Registrar

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

BANK CERTIFICATE

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

If the contract for the work, namely "Providing & fixing of Showcases in the waiting areas of Vice – Chancellor & Registrar offices, furniture items for setting up of work stations for various office branches in RGNUL campus, Sidhuwal, Patiala.", is awarded to the above firm, we shall be able to provide overdraft / facilities to the extent of INR To meet their working capital requirements for executing the above contract.

Name of the Bank

Senior Bank Manager
Address of the Nationalized Bank

Contractor

Witness

Registrar

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

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

have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

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

SPECIAL CONDITIONS OF CONTRACT

1. The work will be got executed as per detailed drawings supplied by the Architect Consultant and instructions issued by the Engineer-In-charge.
2. Amount/Quantity of any item can be increased or any item can be omitted or Substituted as per actual requirement at site of work as per approval of the Engineer-In – Charge. No claim in this regard will be entertained.
3. Nothing extra will be paid due to loss/damages caused by rains, floods, war, epidemic strike of the department officials or any other Act of God or any other cause what so ever.
4. That quantity given against respective item is arbitrary subject to actual as per approved designs/Drawings and site requirements.
5. Nothing extra shall be paid for unforeseen delay on account of non-availability of any kind of Material, drawings or designs.
6. No claim on account of paucity of funds change in Priority or any other causes what so ever will be entertained and the Contractor/firm will have no right to go on for Arbitration on this account.
7. The work is required to be completed strictly as per the scope of approved drawing irrespective of Qty, and amount of agreement as desired by the Engineer-In-charge.
8. In case any dispute/ambiguity the decision of the Vice Chancellor, RGNUL, Patiala shall be final and binding.
9. Any surplus material left at site **one month after the completion** of the work shall become the property of the RGNUL and no payment shall be made to the contractor for that material.
10. 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 representative at site without loss of time.
11. The contractor shall not be entitled to any payment on account of work done till he signs his contract Agreement and the same is accepted by the competent authority.
12. If any item, other than B.O.Q, which is also not available either in CSR or DSR, but is required to be got done, from the contractor/agency shall have to do the same as per direction of the Engineer-In-Charge. The contractor/agency will quote his rates for such item with support of proper analysis. The rate will be decided by mutual negotiation by the competent authority. However, in case of disagreement, the rates fixed by the Engineer-In-Charge shall prevail.
13. All the material will be arranged by the contractor at the site of work at his own level and cost.
14. Contractor shall clearly quote item wise rates for each item in the B.O.Q. amount.
15. Execution of work shall be strictly in accordance with specifications as mentioned in the “Technical Specification of contract”. Any other item which is not covered under the “Technical Specification of contract” will be executed as per PWD Specifications/ ISI specifications for the items.
16. The rates quoted by the Contractor shall be deemed to be inclusive of VAT / Service Tax / GST, labour welfare cess and other taxes, **carriages, Loading, Unloading etc.**

SECURITIES AND OTHER FORMS

Contractor

Witness

Registrar

PERFORMANCE GUARANTEE OF CONTRACTOR

Bank Guarantee No.: _____ **dated :** _____

Issuer of Bank Guarantee :

_____ (*name of the bank*)

(hereinafter referred to as the "Bank")

Beneficiary of Bank Guarantee :

Registrar,
RGNUL.
On behalf of
Employer RGNUL.

Nature of Bank Guarantee :

Unconditional and irrevocable Bank Guarantee.

Context of Bank Guarantee :

Contract Agreement dated _____ (hereinafter referred to as the "Agreement"), executed between the Employer acting through the Registrar RGNUL, Patiala ("hereinafter referred to as the "Employer") and _____ (hereinafter referred to as the "Contractor") for the construction of "**Providing & fixing of Showcases in the waiting areas of Vice – Chancellor & Registrar offices, furniture items for setting up of work stations for various office branches in RGNUL 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 Guarantee" shall in no manner and at no stage be relied upon to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee.

Operative part of the Bank Guarantee :

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

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

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

Contractor

Witness

Registrar

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

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

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

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

Notwithstanding any contained herein:

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

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

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

Authorized Signatory
For Bank

UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No.: _____ dated : _____

Issuer of Bank Guarantee:_____

(name of the bank)

(hereinafter referred to as the "Bank")

Beneficiary of Bank Guarantee :Registrar,
RGNUL,
On behalf of RGNUL.**Nature of Bank Guarantee:**

Unconditional and irrevocable Bank Guarantee.

Context of Bank Guarantee :

Security for Mobilization Advance in pursuance of Clause 51.1 of the Engineering Procurement and Construction (EPC) Contract Agreement dated _____ (hereinafter referred to as the "Agreement"), executed between the RGNUL acting through the Registrar, RGNUL ("hereinafter referred to as the "Employer") and _____ (hereinafter referred to as the "Contractor") " **Providing & fixing of Showcases in the waiting areas of Vice – Chancellor & Registrar offices, furniture items for setting up of work stations for various office branches in RGNUL campus, Sidhuwal, Patiala**", (hereinafter referred to as the "project"), provided however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner be relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee.

Operative part of the Bank Guarantee:

1. At the request of the Contractor, we _____,
_____ (name and address of the bank), (hereinafter referred to as the "Bank"), do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the Employer i.e. the beneficiary on behalf of the Contractor, upto a total sum of Rs. _____ Lakhs (Rupees _____ Lakhs Only), such sum being payable by us to the Employer immediately upon receipt of first written demand from the Employer.
2. We unconditionally and irrevocably undertake to pay to the Employer on an immediate basis, upon receipt of first written demand from the Employer and without any cavil or argument or delaying tactics or reference by us to Contractor and without any need for the Employer to convey to us any reasons for invocation of the Guarantee or to prove the failure on the part of the Contractor to repay the amount of Mobilization Advance or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs. _____ Lakhs (Rupees _____ Lakhs Only).
3. We hereby waive the necessity of the Employer demanding the said amount from Contractor prior to serving the Demand Notice upon us.

Contractor

Witness

Registrar

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

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

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

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

Notwithstanding any contained herein:

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

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

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

Authorized Signatory
For Bank

LETTER OF ACCEPTANCE

To _____ (Date)

_____ [Name and address of the Contractor]

Dear Sirs,

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

We accept/do not accept that _____ be appointed as the Adjudicator². You are hereby requested to furnish Performance Security, in the form detailed in Para 34.1 of ITB for an amount _____ equivalent _____ to Rs. _____ within 21 days of the receipt of this letter of acceptance valid upto 28 days from the date of expiry of defect liability period i.e. upto _____ and sign the contract, failing which action as stated in Para 34.3 of ITB will be taken.

Yours faithfully.

Authorized Signature
 Name of title of Signatory
 Name of agency

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

AGREEMENT FORM

Agreement

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

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

Whereas the Employer is desirous that the contractor execute

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

Contractor

Witness

Registrar

- vi) Drawings
- vii) Bill of quantities.
- viii) Any other documents which needs to be required as forming part of the contract.

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

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

Signed, Sealed and Delivered by the said

In the presence of :

Binding Signature of Employer _____

Binding signature of Contractor _____

UNDERTAKING

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

(Signed by the Authorized Officer of the Firm)

Title of the Officer

Name of Firm

DATE

**DRAWINGS
(DRAWINGS CAN SEEN/ OBTAINED FROM OFFICE
OF THE
UNIVERSITY ENGINEER, RGNUL, SIDHUWAL,
PATIALA**