

# **TENDER DOCUMENT**

(NIT No: RGNUL/CMW/108)

Dated: 29/04/2017

## **Refilling / maintenance & Replacement of Fire Extinguishers in RGNUL New Campus, Patiala.**



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



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

<b>TENDER NO. 109</b>	<b>:</b>	<b>RGNUL/CMW/108</b>
<b>NAME OF WORK</b>	<b>:</b>	<b>Refilling / maintenance &amp; Replacement of Fire extinguishers in RGNUL new campus, Patiala.</b>
<b>EARNEST MONEY</b>	<b>:</b>	<b>2% of the quoted price</b>
<b>TIME ALLOWED</b>	<b>:</b>	<b>One Month</b>
<b>DATE AND TIME OF ISSUE OF TENDER DOCUMENTS</b>	<b>:</b>	<b>03.05.2017 TO 06.05.2017</b>
<b>DATE AND TIME OF RECEIPT OF TENDERS</b>	<b>:</b>	<b>08/05/2017 (UPTO11:00)</b>
<b>DATE AND TIME OF OPENING OF TENDERS</b>	<b>:</b>	<b>08/05/2017 (AT 11:30 A.M.)</b>

**Rajiv Gandhi National University of Law Punjab.**  
**NOTICE INVITING TENDERS**

**No 108/ RGNUL**

**Dated 29.04.2017**

The tender are invited from the Companies or **their** authorized distributors, Firms & firms duly authorized by the respective companies for tendering the below work so, as to reach this office by **11.00 AM** on **08-05-2017**. 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 ( Rs in lac)	Time period
1	<b>Refilling / maintenance &amp; Replacement of Fire extinguishers in RGNUL new campus, Patiala.</b>	<b>2% of the quoted amount</b>	<b>01 month</b>

**Terms and Conditions:**

1. The complete Bidding document / DNIT can be obtained from office against cash payment or Demand draft for **Rs 1000/-** between 9.00AM to 5.00 PM from **03.05.2017 to 06.05.2017**. 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.
3. The bid shall be accompanied by **Earnest Money @ 2% of the quoted amount** in the shape of Cheque **or Demand Draft** from the reputed Bank preferably Nationalized Bank only, in favour of the Registrar, RGNUL Patiala.
4. 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. Proof of deposit of Service tax shall be submitted for reimbursement.
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 **One month from** 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. The complete tender documents can be downloaded from the web site [www.rgnul.ac.in](http://www.rgnul.ac.in) and used for tendering purpose. In such cases, the cost of documents should be submitted in the form of DD drawn in favour of Registrar RGNUL Punjab, at Patiala for **Rs 1000/-**. The bidder should keep checking the website for any Addenda / Corrigenda in the notice bidding document till the submission of tender.
12. If **08-05-2017** is declared holiday by RGNUL, the tender will be received on the next working day.

**University Engineer**

## **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: [cmw@rgnul.ac.in](mailto: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 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 not provide any infrastructure such as power, lighting etc. at site. firm has to make their own arrangements.
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. 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.
9. 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.
10. 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- RGNUL reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason.

### 13. Disputes and Arbitration.

- 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.
- 13.2 Whether before its commencement or during the progress of work or after the termination, abandonment or breach of the contract, it shall in the first instance, be referred for settlement to the Registrar of RGNUL and he shall, within a period of sixty days after being requested in writing by the Firm to do so convey his decision to the Firm. Such decision in respect of every matter so referred shall, subject to arbitration as herein after provided, be final and binding upon the Firm. In case the work is already in progress, the Firm shall proceed with the execution of the work on receipt of the decision of the Registrar as aforesaid will all due diligence, whether any of the parties requires arbitration as herein after provided or not.
- 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 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 herein after provided.
- 13.5 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.
- 13.6 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 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 of 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.
- 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 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 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 enforce able shall not be legally enforceable.
- 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 even 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 which ever 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.

c. The Penal rate for any under consumption of cement shall be Rs, 12000/per MT.

**6. LABOUR:**

Labour camp will not be permitted inside the plant premises. The Firm to make necessary arrangements elsewhere for the same.

**7, TIME EXTENSION:**

Time extension, if required on any account will have to be brought to the notice of RGNUL at least 1 (one) month in advance from the date of scheduled job completion with proper details & justification.

(To be read together with clause 5.d of General terms & Conditions)

8, All statutory registrations / licenses to be submitted to the Engineer in charge prior to commence the works,

**9, REPORT OF ACCIDENT**

In case of any accidents, the Firm shall report the incident as required by Factories rules to the concerned authorities, He will be fully responsible for the same including any expenses for medical treatment or compensation or any other charges required to be borne.

**10. TENDER QUANTITIES:**

Tender quantities appearing in the schedule of rates are only indicative quantities, exact quantities of each item shall be ascertained by the Firm, only such ascertained quantities shall be procured. The Firm shall obtain necessary approvals before any quantity is brought to site, for getting approval. he shall submit break-up of quantities to Owner.

The Firm should submit the expected final quantities against the P.O. within one month from the date of commencement of job.

## **BILL OF QUANTITIES**

**Refilling / maintenance & Replacement of Fire extinguishers in RGNUL new campus, Patiala.**

<b>S. No</b>	<b>Description of items</b>	<b>Unit</b>	<b>Appx qty</b>	<b>Rate to be quoted by the firm</b>	<b>Amount</b>
1	Refilling of Stored Pressure ABC Powder Type Fire Extinguishers with 6 Kg capacity.	Unit	13		
2	Refilling of Stored Pressure ABC Powder Type Fire Extinguishers with 5 Kg	Unit	67		
3	Refilling of Stored Pressure ABC Powder Type Fire Extinguishers with 4 Kg	Unit	16		
4	Refilling of Stored Pressure ABC Powder Type Fire Extinguishers with 2 Kg	Unit	02		
5	Refilling of CO2 Gas Type Fire Extinguishers with 4.5 Kg capacity.	Unit	87		
6	Refilling of Stored Pressure CHPS Powder Type Fire Extinguishers with 3 Ltr	Unit	02		
7	Replacement of Stored Pressure ABC Powder Type Fire Extinguishers with 6 Kg capacity.	Unit	0		
8	Replacement of Stored Pressure ABC Powder Type Fire Extinguishers with 5 Kg	Unit	0		
9	Replacement of Stored Pressure ABC Powder Type Fire Extinguishers with 4 Kg	Unit	0		
10	Replacement of Stored Pressure ABC Powder Type Fire Extinguishers with 2 Kg	Unit	0		
11	Replacement of CO2 Gas Type Fire Extinguishers with 4.5 Kg capacity.	Unit	0		
12	Replacement of Stored Pressure CHPS Powder Type Fire Extinguishers with 3 Ltr	Unit	0		
	<b>TOTAL</b>				

NOTE :- Quantities are tentative, however payment shall be made for the actual work got done

**(Signature of the agency with seal)**



**PERFORMANCE BANK GUARANTEE OF FIRM**

**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 "Firm") for

**"Refilling / maintenance & Replacement of Fire extinguishers in RGNUL new campus, 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 Firm, 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 Firm, upto a total sum of Rs. Lakhs (Rupees \_\_\_\_\_ Lakhs Only), such sum being payable by us to the Employer immediately upon receipt of first written demand from the Employer.

We unconditionally and irrevocably undertake to pay to the Employer on an immediate basis, upon receipt of first written demand from the Employer and without any cavil or argument or delaying tactics or reference by us to Firm 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 Firm 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 Firm 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 Firm, 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 Firm. 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 Firm 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 Firm 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** \_\_\_\_\_

**AGREEMENT**

This Agreement made this .....day of .....between ..... (hereinafter called the "Firm" 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 Firm has offered for the work of "**Refilling & maintenance of Fire extinguishers in RGNUL new campus, 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.
3. The work will be executed strictly according to specifications and sample and the schedule of items of work as per quantities specified therein at the accepted rates.
4. All correspondence and modifications, if any and acceptance letter will from part of this agreement.
5. The University hereby covenants to pay the Firm, in consideration of completion 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 Firm**

.....  
.....

**Signature of Firm**

.....  
.....

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)