NAT

ef. No.NUSRL/RNC/2018/8285

## **TENDER NOTICE**

Dated: 28.08.2018

The Assistant Registrar (In-Charge), National University of Study and Research in Law Ranchi, At Nagri, P.O.Bukuru, KankePithoria Road, Kanke -834006 invites sealed tenders from reputed contractor for "Construction of two Rain Water Harvesting System" at (Boys and Girls Hostel) NUSRL, Ranchi.

Contractors with minimum 02 years of experience in similar field may submit tender with specifications, terms and conditions. Last date for submission of tender is 14<sup>th</sup> September, 2018 by 4 pm.

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#### Scope of work

- (i) For further information contact the office of the Store & Establishments on week days between 11 am to 5 pm.
- (ii) Offers may be submitted in two separate sealed envelopes one containing Profile of the firm ( Technical bid ) and other with price bids marked clearly on the top of the envelope.
- (iii) Cost of tender document: The bidders will be required to deposit cost of Tender amounting Rs.1, 000/- (Rupees One Thousand Only) in the form of separate DD in favour of "Registrar, NUSRL, Ranchi" payable at Ranchi. This amount is non-refundable.
- (iv) Tender should be accompanied with a demand draft for Rs. 50000/-(fifty thousand) as security deposit, in favour of "Registrar, NUSRL, Ranchi". The draft will be refunded to unsuccessful tenderers and no interest will be paid on this.
- (v) The Tender will be opened at 3:00 PM onwards on 17<sup>th</sup> September, 2018 in the office of the Registrar. The Tenderer or his representative is allowed to be present at that time.
- (vi) The Work to be completed within 30 days of the order.

The undersigned reserves the right to accept/reject any of the tender papers.

By the order

Sd/Assistant Registrar(In – Charge)
NUSRL, Ranchi



## PROFILE OF THE TENDERER

( for "Construction of Rain Water Harvesting System")

1)	Name of the Firm
2)	Name of the Owner of the Firm
3)	Address
	National University of Study and Research in Law Ranchi
4)	Telephone NoMob.No
5)	DD No.
6)	DD No
Fo	llowing document must be attached.
	1. Copies of Income Tax return.
	2) Copy of the PAN CARD of the Proprietor/Partner/Company.
	3) Copy of Registration under Service Tax/ GST
	4) Details of experience with documentary, evidence.

Signature of the Tenderer



## Financial Bid

#### **GENERAL CONDITIONS OF TENDER:**

- **1. Submission of Tender**: Tenders should be submitted in sealed envelopes in two Parts separately, i.e. "Technical bid" (Part-A) and "Price bid" (Part-B). Both the parts should be further sealed in an envelope super-scribing tender No & name of work, due date for opening, bidders name & address.
- 1. **Technical Bid (Part-A):** In this bid, the bidder should submit covering letter on company's letter head, company profile, list of plant, machinery & tools in his possession, copies of work orders successfully executed during the last five years. No deviations in respect of tender conditions are acceptable.

The following specific conditions are essential for technical qualification:-

- i) Earnest Money Deposit . An EMD of Rs 50,000/- (fifty thousand only) to be send in technical bid. However they have to furnish the documents showing that they are registered under government construction for the category of civil construction work.
- ii) All the pages of tender (including blank Price bid) duly signed & stamped by the bidder as a token of acceptance of the tender conditions.
- iii) Copies of TIN no., PAN no., Service Tax Registration/GST.
- iv) Copies of work order and it's completion certificates of similar works (Similar works means execution of rain water harvesting system including civil construction work associated with Excavation and reinforced concreting work) executed successfully during the last 5 yrs. in Govt., Public sector, Autonomous body or reputed Public Ltd. Company, with at least one work order of Rs20.0 lakhs or two work orders each of Rs 12.5 Lakhs or three work order each of Rs. 10.0 lakh.
- V) NUSRL, Ranchi reserves the right to visit the sites mentioned by bidders.. The bidder will have to arrange for such visit.

#### 3. Price Bid (Part-B):

In this bid the bidder is required to quote his item rates in the BOQ Attached in accordance with the scope of work, terms & conditions & technical specifications enclosed. The rates/price quoted by contractor should be all inclusive i.e. should include all material cost, labour, services, plant/machinery/tools & tackles, ladders & scaffolding required for work, freight, Insurance, Octroi, Govt. duties & levies, taxes (VAT, Service Tax, Sales Tax etc.), transport/cartage of materials/ labour and all other expenses not specifically mentioned but reasonably implied. Nothing over and above these rates shall be payable to contractor. Further nothing extra in rates will be considered for any variations in tender quantities or due to any site difficulties. It is mandatory for bidder to quote all items rate as asked for in the BOQ/

RICE schedule. Failure in not filling some item rates will lead to rejection of tender. The bidders should quote unconditional rates, neatly written without any overwriting and all pages should be duly signed & stamped.

- 4. **Earnest Money**: An earnest money of Rs.50,000/ has to be enclosed along with the Technical bid(Part-A). The EMD shall be only in the form of Bank Draft in favour of 'Registrar, NUSRL, Ranchi', payable at Ranchi. No Cheques/Cash shall be accepted as EMD. The refund of EMD to unsuccessful bidders will be made after placement of order to the successful bidder. The EMD of successful bidder will be released after completion of work and site clearance.
- 5. **Validity of Tender:** Tender shall be valid for our acceptance without any change in rates and Tender conditions for a period of 90 days from the date of opening of price bid.
- 6. **Escalation:** No escalation over and above items rates quoted by the bidder shall be paid during the execution of contract.
- 7. **Completion time:** The time shall be the essence of this contract and entire work as titled above is to be completed in all respects within a period of Two (2) months from the date of issue of LOI/Purchase order by the University. Any delay in completing the work for reasons attributable to the Contractor is liable for liquidated damages as 2% per week. Under the force-majeure conditions or delay due to reasons beyond control of the contractor, University may grant suitable time extension for which the contractor has to request along with the justification/ reasons well in advance to the Registrar (I/C) for approval without any prejudice to price escalation. No time extension request shall be considered after the expiry of completion period/contract. The decision of the Registrar (I/C) will be final and binding on the bidder/contractor.
- 8. **Scope of Work :** Detailed scope of work, technical specifications & special conditions, makes of materials etc. are enclosed with this tender as per Annexure –I. Contractor should carefully go through the same before filling rates.
- 9. **Deviations:** No deviation from the stipulated terms and conditions will be allowed. Tender will be unconditional.
- 10. **Site Conditions :** Contractor shall acquaint himself fully with the site conditions and the working environment of NUSRL, Ranchi before quoting his rates. No Compensation on account of any site difficulties will be entertained, at a later date, after award of the works.
- 11. **Correspondence :** All the correspondence in respect of tender/contractual obligation shall be made to NUSRL, Ranchi.
- 12. **Terms of Payment :** The payment shall be made on submission of the bills in proper format by the contractor after due certification by the competent authorities of NUSRL, Ranchi responsible for supervision of the work. Contractor can submit only final bill after completion of work for claiming payment based on actual quantities of items of work executed as per BOQ.

23. Labour Laws: The contractor will abide by all the rules and regulations related to labour laws, accident, workmen compensation act, workmen insurance etc. This will be the sole responsibility of the contractor. NUSRL, Ranchi will not be a party at any stage in any of the disputes relating to the above. In case, NUSRL, Ranchi has to bear any expenditure due to non-conformance of above provisions by the contractor, the same will be recovered from contractor's bills.

- 14. Rules governing the Contractor's employees working in the NUSRL, Ranchi Premises: The contractor's employees working inside the NUSRL, Ranchi campus will abide by the Centre's rules & regulations for works inside the campus. Any damage to the NUSRL, Ranchi property due to mishandling, carelessness on the contractor's or his workmen's part will be recoverable from the contractor's bills.
- 15. **Liquidated damages:** In case the work is delayed beyond the specified completion period for reasons attributable to the contractor, deductions on account of Liquidated damages @1% of the contract value per week will be deducted subject to a maximum of 20% of the Contract value. However, NUSRL, Ranchi also reserves the right to get the work done by any otherContractor at the risk and cost of the existing contractor and amount to that effect will be Deductible from his bills/dues.
- 16. **Extra or substituted item**: If any extra or substituted item appears in the work, contractor shall submit its rate analysis supported with documents which shall be approved by NUSRL, Ranchi. If required, NUSRL, Ranchi can make its own analysis based on government Rates or based on market rates for determining item rate.
- 17. **Defect Liability period**: Defect liability period shall be One Year from the date of completion of work. Any defect arising in this period due to contractor's fault will be rectified by him at his own cost. Failure to do so shall lead to forfeiture of security deposit.

#### 18. Security Deposit

A security deposit equal to 10% of the value of work will be deducted from Contractor's bills. 5% of the SD will be returned after successful completion of the work (Competent Authorities certification of final bill) and remaining 5% will be returned after the completion of defect liability period of one year, after ensuring successful performance of the system executed by the contractor.

- 19. The contractor will provide for all necessary materials, tools, equipment, access ladders & scaffolding, measuring instruments and working consumables etc. needed for execution of the works. Safe custody of all such material will be contractor's sole responsibility. No extra charges will be paid for the same. Watch and Ward of all material till the system is taken over by NUSRL, Ranchi shall be the sole responsibility of the contractor and pilferage etc. shall be entirely to his account.
- 20. During execution of work, the contractor should follow all standard norms of safety Measures / precautions as per relevant IS codes and specifications to avoid Accidents / damages to man, machines and buildings at his own cost. Contractor will have to make his own arrangement to escort the labour to the nearest hospital for treatment in case any injury happens to any worker during execution of work.

21. Manpower deployed by the contractor at our site for carrying out contract works is strictly prohibited being associated with any other works on the campus.

22. No material belonging to the contractor whether consumable or non-consumable should be brought inside the University campus without proper entry at the Main Gate nor any material should be taken out without proper gate pass issued by the authorized representatives of the Centre

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- 23. During execution of the work, contractor should dispose-off waste material outside the Univerity Campus on regular basis and should keep the area of work properly cordoned off and neat and clean as far as possible. After completion of work, contractor should clear the site completely of all unwanted and junk material before submitting his final bill.
- 24. NUSRL, Ranchi will supply water to contractor on chargeable basis @1% of contract value. The same will be deducted from his final bills.
- 27. Electrical power will be provided on chargeable basis at one single point near to the workplace to contractor for execution of work. The Electrical charge of Rs 5/- ( five only) per unit will be deducted from his bill. Contractor will bring his own electrical meter and to be installed as directed.

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- 25. Tender once submitted will remain with the Centre and will not be returned to the bidders.
- 26. After award of work, contractor will immediately make a work program in consultation with Competent Authorities of University as to which activity is to be done in which sequence. Thereafter, contractor wil learny out the work in that sequence.
- 27. Quantities mentioned in tender are approximate. Payment will be made to the contractor on the basis of actual quantities executed by him as per scope of work, drawings and Engineer's site instructions.
- 28. Contractor will keep one qualified and experienced supervisor at site at all times to look after the work and interact with Competent Authorities for execution of work. If work at site is proceeding without proper supervision from contractor's side, that work will be rejected and will not be measured and paid.
- 29. NUSRL, Ranchi can make minor alterations in scope of work during execution of work as per site conditions and new requirements. Contractor will have no extra claim in rates as well as time extension on this account. However, in case of major changes, suitable time extension can be given to contractor on the request of the latter.
- 30. Contractor will follow the provision of all prevalent labour laws, acts of central and local Govt. and shall be fully responsible for any violation in this regard. Contractor shall maintain proper attendance register, wage records and shall present them to the Centre whenever asked for. NUSRL, Ranchi can recover money from contractor's bills if it has to incur some expenditure in this respect.
- 31. Contractor shall undertake all safety precautions during the execution of work as laid down

in relevant I.S. codes and safety manual. In case of injury to any person, contractor shall make arrangements to take him to hospital for treatment at his own cost and he will solelyberesponsible for any consequences arising out of any violation of safety norms.

**32. Termination of Contract:-** The Assistant Registrar (I/C), reserve the right to terminate the contract on account of poor workmen ship, failure to mobilize site within 15days, non-compliance of set specifications for the works, abnormal delay in progress of work, violation of any contractprovisions by the contractor. The contract can also be terminated at the request of contractor. Insuch cases the contractor is liable to pay Liquidated damages @ 5% of tendered value besides security deposit.

#### 33. Any dispute arising out of this contract will be subjected to jurisdiction of Ranchi.

34. NUSRL, Ranchi reserves **the right** to reject any or all the tenders in full or in part without assigning any reasons whatsoever, and the decision of the Centre in this regard will be binding on all the bidders. Tenders not complying with any of the provisions stated in this tender document are liable to be rejected. Assistant Registrar (I/C) reserves the right to accept or reject any tender without assigning any reason and does not bind himself to accept the lowest tender.

Accepted

(Signature of bidder)