

NIT NO :-NUSRL/RNC/2024/1127886

Date:-08.10.2024

Notice Inviting Tender

NIT NO :- NUSRL/RNC/2024/1127886

Assistant Registrar, National University of study and Research in Law At Nagari P.O- Kanke- Pithoria Road Ranchi-834006, Jharkhand for, invites Two Bid tenders (Technical bid and Financial bid) from experienced registered contractors/firms in various classes with the approved/registered and eligible Contractors for **Annual Contract for all general Civil works, pipe line & sanitary work, wood work & road/ Electrical works for all in Residential & nonresidential building at National University of Study and Research in Law. Kanke Road Campus on Delhi Schedule of Rates (DSR) 2023 for NUSRL Ranchi campus the Repair/Maintenance/Replacement of the Civil/Sanitary items/works in Residential & nonresidential building at NUSRL Campus Kanke Road Ranchi Jharkhand,**

NIT Number	NUSRL /RNC/2024/1127886
Name of Work:-	Annual Contract for all general Civil works pipe line and sanitary work, wood work and road, Electrical works for all in Residential and Non -residential building at NUSRL Campus.
Location of Work:-	National University of Study and Research in Law Kanke Road Ranchi (NUSRL(
Earnest Money Deposit:-	Demand Drafts drawn in favour of NUSRL, :Ranchi" on any scheduled Bank payable at its branch at Ranchi)
Earnest money :- (E.M.D)	Rs. 60,000/ (Rupees Sixty Thousand Only)
Tender Cost :-	Rs. 2,000.00/ (Rupees Two Thousand Only) (Not Refundable) Demand Drafts drawn in favour of NUSRL "Ranchi" on any scheduled Bank payable at its branch at Ranchi)
Bid Validity:-	180 days
Period of Completion (In Days)	365 Days From Date of issue work order
Tender Basis and Mode	Two Stage (Technical & Financial)
Tender Publication date and time	10.10.2024 11.00 A.M
Document download start date and time	10.10.2024 11.00 A.M
Document download end date and time	23.10.2024. 4.00P.M
Bid Submission start date and time	10.10.2024 12.00 P.M
Bid submission end date and time	23.10.2024 5.00 P.M
Date & time for Opening of Technical	25.10.2024 3.00 P.M

Bid	
Date & Time for Opening of Financial Bid	To be Intimated to the Eligible Bidders subsequently
Submission of Document	All the documents should signed and made spiral binding and submit. Loose document and Unsigned document unsigned document subject rejection.
Address for tender issue, submission and opening	Assistant Registrar NUSRL, Kanke-834006, Ranchi
Submission of Bids	Offline, At Registrar Office
Details of tender	Tender Documents and Notice in also available on NUSRL website(www. Nusrl.ac.in)

(1) All details of tender including specifications, terms and conditions etc. are available on website www.nusrl.a.cin., same may be downloaded by the bidders
For any change in Tender Enquiry/specification etc., tenderers are requested to visit NUSRL web sites regularly.

(2). Intending tenderers must read the terms and conditions carefully and submit their tender, if they consider themselves eligible and are in possession of all the required documents, through offline tenders

(3). Tenders will be opened through offline at Office of Assistant **Registrar, NUSRL Kanke Road Ranchi 834006.**

(4) The tenderer may survey the site and decide the quantum of works. It is important that each page of the tender **acceptance letter which is a written undertaking that all the terms and condition of the tender are understood and accepted should be signed and submitted offline only.**

(5) **The bids shall be submitted in one stages viz. (i) Technical Bid**

i. FIRST (Technical Bid)

- i) Tender Fee and Bid Security(EMD) if applicable.
- ii) Contractor registration Certificate issued by State Government CPWD/PWD/NBCC/NPCC/MES or any Govt. department (Registration details showing appropriate class & amount). The Certificate must be issued Before Last date of tender submission
- iii) GST Registration certificate with last Three month GST update return
- iv) Pan card Certificate
- v) Previous performances/ experience Certificate of similar works. (Work Completion Certificate issued by Government department shall only valid)
- vi) The bidder/ renderer will submit the signed copy (all page to be signed) of the tender notice under his seal.
- vii) Recent Three years' income tax returns.
- viii) Recent Three-years annual turnover.
- ix) Tender acceptance latter.
- x) The bidder must submit Bank Worthiness Certificate to be submitted. The Certificate must be issued after Published of tender

- xi) Must be Submitted Character Certificate issued from office of Deputy Commissioner (if validity will be not mentioned then validity will be one year in the Character Certificate issued by Deputy Commissioner)
- xii) Valid UCAN Registration Certificate
- xiii) The bidder shall append an Affidavit with the tender that the firm has not been debarred / blacklisted for any reason / period by any Central/State Govt. Dept. / University / PSU etc. Affidavit must be issued after Published of tender. If so, particulars of the same may be furnished. Concealment of facts shall not only lead to cancellation of the order, but may also warrant legal action

b. SECOND Should contain the following **FINANCIAL BID**

- (i) Details of rates, taxes, duties and discounts if any be quoted by the bidder in the BOQ which is an MS Excel sheet and should be downloading from the www.nusrl.ac.in web site Rates must be clearly written in figures as well as in words .
 - (ii) Name of bidder must be written in the appropriate field of BOQ by each bidder.
 - (iii) The financial bid will be accepted in BOQ format only. Percentage bid.
- b. I. Only the first cover shall be opened on the date of tender opening. Price bids of only those firms will be considered for opening online whose offer has passed in all tender condition and technical evaluation.
- (ii) After opening of price bids, ranking statement will be prepared and the finalization of tender will be done as below terms and conditions through Tender Processing Committee
- c. If an agency does not start the work or does not perform the assigned work properly and/or in time, it shall be dropped from the list of approved/short listed agencies and their deposits including performance guarantee etc. shall be forfeited. Such agencies shall be debarred for tendering for a period of two years within that NUSRL. Such action shall be decided by Vice-Chancellor, NUSRL,Ranchi
- 06 shall be made accordingly Bidders should deposit Bid Security along with their Tender. Bid Security should be in form of Banker's Cheques /Demand Drafts drawn in favour of Central University of Jharkhand on any scheduled Bank payable at its branch at Ranchi.

II. IMPORTANT INSTRUCTIONS AND GUIDELINES

1. Full name and status of the person signing the tender documents must be clearly mentioned. Intending tenderer is eligible to submit the tender provided he has definite proof from the appropriate authority which shall be to the satisfaction of the competent authority of having satisfactorily completed similar works. License issued by State Government CPWD/PWD/NBCC/NPCC/MES or any Govt. department should be kept renewed as per periodicity laid down by the authority concerned and submit an attested copy of the same to Assistant Registrar, **NUSRL P.O- Kanke, Ranchi-834006** after each renewal. The contractor / supplier should produce valid license with tender or provide affidavit with tender regarding obtaining License from concerned authority. The successful contractor / supplier / firm should deposit copy of license before execution of repairing works. Certificate of Registration for GST and Service tax and acknowledgment up to date of filed return.
2. Tender Enquiry No. and date & time of opening of Tender and accepted only offline at - as mentioned in the schedule to the tender enquiry.
3. The contractor/firm whose tender is accepted will be required to furnish PERFORMANCE SECURITY for an amount of equivalent to 5% of the estimated value within 15 days. Performance Security may be furnished in the form of a CDR/BD/DD/Fixed Deposit Receipt/Bank Guarantee from Nationalized / Commercial bank in an acceptable form safeguarding. Performance Security should remain valid for a period of 60 days beyond the date of completion of all contractual obligation of the supplier including Warranty obligations. In case the contractor / supplier fails to deposit the performance security within the stipulated period including extended period if any, the Bid Security deposited by the supplier shall be forfeited automatically without any notice to the contractor.
4. Intending Bidders are advised to inspect and examine the site and its surrounding and satisfy themselves before submitting their bids as to the form and nature of the site, the means of access to the site, in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice terms & conditions mentioned there in, all other contract documents and has made himself aware of the scope and specifications of the work to be done and all conditions and other factors.
5. The Assistant Registrar, NUSRL Ranchi reserves to itself the authority to reject any or all the bids received without assigning any reasons. All bids in which any of the prescribed condition are not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected. All material used in the construction/renovation should be of approved quality (i.e ISI marked & approved brands). Any negligence/inferior in case of quality control during work will be treated as a punishable offence. The contractor will be responsible for any damage to the structure within the period of at least one year. If there will any damage to the structure within the warranty period, the Contractor is liable for **Damages, defects during defect liability period of GCC "Construction Work(CPWD) "he will ensure the damage and rectify/repair the same on his own cost.**
6. Canvassing whether by bidders directly or indirectly, in connection with bids is strictly prohibited and the bids submitted by the contractor / supplier who resort to canvassing will be liable to rejection

7. The Assistant Registrar, NUSRL reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.

8. The notice of inviting bid shall form a part of the execution of construction work along with all relevant documents. The successful Bidder/ Contractor/Supplier shall, on acceptance of his bid by the accepting authority the work should start within 07 days of issue of work order and complete the work within 365 days.

9. Bids will be opened on prescribed time and date. In the event of a bid being rejected, the Bid Security forwarded with such unaccepted bid shall there upon be returned to the contractor / suppliers in presence of suppliers who may be present at the time, without any interest.

10. GST / VAT or any Other Tax in respect of the shall be payable by the contractor / supplier direct to the concerned Department/ Along with the bills.

11. The supplier submitting the tenders against the subject tender enquiry are informed that all relevant details with reference to the tender enquiry stipulations are clearly responded to. In case any of the tender enquiry stipulations are not clearly stated to or replied to by any of the contractor, no (repeat) no clarifications will be sought from the concerned contractor / supplier / firm and its offer will be rejected out rightly.

12. Construction/renovation work to be executed on credit basis. No advance payment will be released.

13. In case of any dispute/doubt the decision of The **Vice-Chancellor NUSRL, Ranchi** shall be final and binding on all parties/ tenderer. He also reserves the right to accept or reject any tender or all tenders without assigning any reasons.

14. Construction work will be regularly supervised by authorized Engineer of NUSRL and if any discrepancy is found as per detail of works specified in BOQ of T/E same will be rectified by the concerned contractor on his own cost.

15. The labourers/workers engaged by the contractor / agency shall be at the risk of contractor and in case of any untoward incident, accident, the contractor / agency will be liable for such risks and the department will not be held responsible in any way for such mishappening and untoward incident. It should be the duty of contractor to adhere to all security precautions as specified with industry by Govt. of India

16. The Contractor shall be liable to others with provision of EPF, ESI & other Laws rules applicable.

17. The University Shall not bind itself to accept the lowest quoted rate. The University shall accept the quotation/ Tender that is in the best interest of the University, as determined by the University authorities. The university reserves the right to not accept any of the quotations /Tender submitted during this process.

III TERMS AND CONDITIONS OF TENDER ENQUIRY

01. Terms of Price	1.1 Rates quoted by the Contractor should be quoted in Indian rupees both in Figures as well as in words for complete units as per specifications.
02. Payment Terms	2.1 Works are required to be executed on <u>credit basis only</u> . 2.2 Payment in advance or immediately cannot be made. 2.3 Payment will be made only after satisfactory completion of the work.
03.TenderCost	3.1 All tender document can be downloaded from NUSRL website. Contractors/Firms are require to deposit tender fee in the form of Banker's Cheque/ Demand Draft /Pay Order /FDR of any scheduled Bank DRAWN IN FAVOUR OF "NUSRL Ranchi Jharkhand", FAILING WHICH THE TENDER SHALL NOT BE CONSIDERED FOR ACCEPTANCE. AND WILL BE OUTRIGHTLY REJECTED.
04.Earnest Money Deposit/Bid Security	4.1 EACH TENDER SHOULD BE ACCOMPANIED WITH AN EMD/BID SECURITY AMOUNTING TO Rs. Sixty thousand Only (Rs. 60000/-) BY WAY OF Banker's Cheque/ Demand Draft /Pay Order /FDR of any scheduled Bank DRAWN IN FAVOUR OF "NUSRL Ranchi Jharkhand", FAILING WHICH THE TENDER SHALL NOT BE CONSIDERED FOR ACCEPTANCE. AND WILL BE OUTRIGHTLY REJECTED. CASH/CHEQUE IS NOT ACCEPTABLE AT ALL. THE EMD/BID SECURITY DEPOSITED AGAINST OTHER TENDERS CAN NOT BE ADJUSTED OR CONSIDERED FOR THIS TENDER. NO INTEREST IS PAYABLE ON EMD/BID SECURITY.
04a.Submission of Tender Cost/fee and Earnest Money Deposit/Bid Security	Hard Copy /Original Copy Banker's Cheque/ Demand Draft /Pay Order /FDR for Tender Cost/fee and Earnest Money /Deposit Security must be submitted in office of Registrar , NUSRL, Ranchi before date of closing of submission of tender
05. Performance Guarantee	5.1 The successful contractor shall have to deposit a performance security <u>equivalent to 5% of the estimated value</u> of the work to be executed <u>within 15 days from the date of acceptance</u> for due performance. Failure on the part of the firm to deposit the security deposit within the stipulated time empowers the competent authority to cancel the contract. The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified 5.2 The Performance Guarantee shall be initially valid up to the stipulated date of completion plus minimum 60 days beyond that. if the same is submitted by the agency on schedule format I as per GCC. If the same is submitted on the format II as per GCC then the performance Guarantee shall be valid up to the stipulated date of completion plus minimum 6 months beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.

06. Two Bid system	6.1 The following List of Documents to be submitted within the period of tender submission with technical bid: - a) Technical Bid i) Tender Fee and Bid Security(EMD) if applicable. Contractor registration Certificate issued by State Government CPWD/PWD/PSU/MES or any Govt. department (Registration details showing appropriate class & amount). The Certificate must be issued Before submission of last date of tender ii) GST Registration certificate long with last three month GST return iii) Pan card Certificate iv) Previous performances/ experience Certificate of similar works. ((Work Completion Certificate issued by Government department shall only valid) v) The bidder/ renderer will submit the signed copy (all page to besigned) of the tender notice under his seal. vi) Recent Three income tax returns vii) Recent Three-year annual turnover viii) Tender acceptance latter. ix) The bidder must submit Bank Worthiness Certificate to be submitted. The Certificate must be issued after Published of tender x) Must be Submitted Character Certificate issued from office of Deputy Commissioner (if validity will be not mentioned then validity will be one year in the Character Certificate issued by Deputy Commissioner) xi) Valid UCAN Registration Certificate xii) The bidder shall append an Affidavit with the tender that the firm has not been debarred / blacklisted for any reason / period by any Central/State Govt. Dept. / University / PSU etc. Affidavit must be issued after Published of tender. If so, particulars of the same may be furnished. Concealment of facts shall not only lead to cancellation of the order, but may also warrant legal action Labour License if applicable. b) Price Bid: should contain the following. c) <u>Details of rates, taxes, duties and discounts if any</u> be quoted by the bidder in the BOQ which is an MS Excel sheet and should be download from NUSRL website. d) Name of bidder must be written in the appropriate field of BOQ by each bidder. e) The financial bid will be accepted offline in BOQ format. v) Financial (Price) bid of technically qualified bid will be opened on due date and time which will be fixed after technical evaluation report and thereafter ranking statement will be prepared and other formalities will be completed before awarding the contract to the successful bidder.
07.Method of Submission of tender enquiry	7.1 All scan copy of technical bid documents of tender enquiry and financial bid should be submitted through offline and financial bids is required to be submitted offline as per BOQ format provided along with tender documents at website https://www.nusrl.ac.in

08. Affidavit in Firm's letter pad	8.1 To become eligible for submitting tender, the tenderer shall have to furnish an affidavit in their own letter pad, as per below: - "I/We undertake and confirm that eligible similar work (s) has / have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in NUSRL in future forever. I/we are agree with all the terms and conditions of the tender enquiry and while awarding the contract to our firm we will carried out the work with standard quality / quantity of materials with experienced labour and work will be completed within stipulated period. I/We also certified that, after completion of the work, we will have guaranteed for the <u>description</u> and quality of said work for a period of further three years. Also, if such a violation comes to the notice of Department before date of the contract, the Vice Chancellor shall be free to forfeit the entire amount of Bid Security/Performance Guarantee". We will use following brands for said works --- -----
09.Recovery of Security Deposit	9.1:- The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 5 % of the tendered value of the work. Such deductions will be made The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.
10. Contractor Liable for damages, Defect during defect liabilityperiod	10.1 If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer in- Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

	In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.
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GENERAL CONDITIONS OF CONTRACT

QUALIFICATION CRITERIA:

Only those bidders fulfilling the following Eligibility Criteria should participate in the tender: -

1. QUALIFICATION OF THE BIDDER

1.1 In the event that prequalification of potential bidders has been undertaken, only Bids from pre-qualified bidders will be considered for award of Contract. These qualified bidders should submit with their Bids any information updating their original prequalification applications or, alternatively, confirm in their Bids that the originally submitted prequalification information remains essentially correct as on the date of Bid submission. The update or confirmation should be provided in the bid.

1.2 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their bids (copies of all documentary evidences are to be duly authenticated by the Bidders/ constituted attorney of the Bidder with full signature and seal. All signed declarations are to be made in the Bidder's letter head.):

- a. Copies of original documents defining the constitution/ registration or legal status, place of registration, and principal place of business; written power of attorney of signatory of the Bid to commit the Bidder.
- b. Experience of having successfully completed similar works in support of eligibility criteria during last Five years including monetary value and period.
- c. Evidence of adequacy of average annual financial turn over during last three years ending 31st March of the 2024. (Previous) financial year should be at least 24 . 0 0 Lakh
- d. Permanent Income Tax Account No.(PAN).
- e. GST No. as applicable.

1.3 To qualify for award of the contract –

A. The Intending bidder must have in its name or proportionate share as a member of Joint Venture experience of having successfully **completed similar** works (Similar work means any civil works), as a prime contractor, during last 5(Five) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be any of the following: -

- (a) Three similar completed works each costing not less than 40% of the estimated cost put to tender
 or (b) Two similar completed works each costing not less than 60% of the estimated cost put to tender, or (c) One similar completed work costing not less than 80% of the estimated cost put to tender.

Experience for those works only shall be considered for evaluation purposes, which match eligibility requirement stipulated above, on or before the last day of month previous to one in which tender has been invited (publication date of NIT). The experience of incomplete/ongoing works as on last date of eligibility period will not be considered for evaluation. If the referred work includes construction as well as maintenance after construction, the experience of such work may be considered as 'acceptable' if the construction part is completed as on the last date of 'eligibility period', even if maintenance work is ongoing, and the certificate issued clearly stipulates the same.

In all the above cases, while considering the value of completed works, the full value of completed work will be considered whether or not the date of commencement is within the said 5(Five) years period.

The intending tenderer must submit documentary evidence in support of above in the form of (i) certified copy of work order, (ii) completion certificate indicating value and period of work, the TDS certificate / Bill of Quantity be submitted during clarification, if any,

- B. 1.** Average annual financial turnover during the last 3(three) years, ending 31st March of 2024 (previous) financial year should be at least 24.00 Lakh .

The intending bidder must submit documentary evidence in support of above in the form of certificate from Chartered Accountant or audited balance sheet or suitable acceptable documents.

If the audited balance sheet for the immediately preceding year is not available in case of tender notified before 31th March, audited balance sheet/ profit and loss statement and other financial statement of the three financial years immediately preceding the previous financial year may be adopted for evaluating the credentials of the bidder.

2.A Certificate/Undertaking on the letter head of the Company to the effect that the bidder has not been blacklisted anywhere in India or abroad by any organization. A self-certification to this effects required to be enclosed.

3.The Bidder should be registered with concerned statutory authorities for GST/Income Tax etc. The bidder should furnish relevant GST registration documents and PAN/TAN copies along with the bank details of the firm.

- C.** Any prospective bidder, not satisfying any of the above mentioned qualification criteria shall be disqualified on technical grounds and the price bid of such disqualified bidder will not be considered for this tender.

1. The rates quoted shall be exclusive of GST. The contractor shall quote for all the items whose rates are asked and not leave any blanks. All taxes including GST shall be borne by the contractor.

2. The offer should be valid for 180 days from the date of opening for the purpose of issue of

acceptance letter. The amount quoted herein after referred to as Base rate must be firm and inclusive of all charges of any kind and inclusive of any kind of liability from / to any authority. GST shall be mentioned separately and must not form part of base price. There will be no extra payment or payment of escalation in the amount under any circumstances whatsoever. Statutory taxes will be deducted at source from the payment against the bill amount.

3. No extra item or substitute item shall be allowed out without prior approval in writing.
4. Work has to be carried out in consultation with the representative as authorized by NUSRL.
5. The tenderer should submit the requisite interest free Earnest Money Deposit (EMD) by pay order or Demand Draft in favour of the NUSRL Payable at Ranchi. Tenders not accompanied by the Earnest Money Deposit shall not be considered. The EMD of unsuccessful tenderers will be returned within one month of award of work.
6. The contractor whose tender is accepted will be required to furnish security deposit for the due fulfillment of his contract. Security deposit shall be deducted from each running account (RA/Final) bill @5% (Five percent) of the amount of work executed and claimed in the bill. The Earnest money deposit paid by the successful bidder at the time of tender will also be retained as Security Deposit
7. The full value of Earnest Money Deposit is to be absolutely forfeited to the Assistant Registrar, NUSRL Ranchi or his authorized representative, with prejudice to any other rights or remedies to the Assistant - Registrar, NUSRL Ranchi or his authorized representative, if the contractor fails to commence the work within 07 days continuously from the schedule date of commencement specified.
8. No part of the contract shall be sublet without written permission NUSRL Ranchi nor shall transfer be made to power of Attorney authorizing others to receive payment on contractor's behalf.
9. **Process for execution of Works:** The successful contractor shall execute the work only upon receipt of the written approval in the form of work order on each occasion/based on requirement. No work shall be commenced without obtaining written approval from the Office of Competent Authority of NUSRL. The written approval shall form the basis of execution of work at site and must be enclosed with the RA bills for the purpose of measurement of work carried out and settlement of bills. Failure to obtain written permission to carry out the work and non-submission of approvals with the bills may result in deduction of final payment.
1. The successful contractor shall have assigned the work through issuing of work order of the contract value of each such work not exceeding to Rs.5,00,000/ on each occasion as per the requirement based on written requisition /complaint
10. NUSRL Ranchi reserves the right to reject any tender or all the tenders without assigning any reason therefore.

11. The Contractor shall comply with the provisions of all Acts, Statutes, Rules, Regulations etc. of the Central Government and University as the case may be that may apply to his case and if necessary, get himself duly registered as required by the said Acts, Statutes, Rules, Regulations etc.

12. The contractor for the work shall be liable to pay applicable tax (including Taxes on works contract to state Government) if any that may be levied by the State or Union Government. Any request contrary to this will not be accepted.

13. **Terms of payment:** As per the measurements at site and on certification of the site engineer.
- a) The contractor shall submit his Bill with Details Measurement sheet against completion of each work order.
 - b) The payment shall be released through NEFT/RTGS payment system only in the bank account of the contractor after necessary deduction of statutory dues.
 - c) TDS and other Statutory taxes shall be deducted at the source from the bills.
 - d) The price quoted are inclusive of all taxes and duties and no taxes or duties will be paid extra. The Payment will be processed after the satisfactory completion of each work order.

14. It shall be open to the Institute to abandon or give up at any stage of the construction of any of the said works or any part thereof. In the event of such abandonment or giving up or in the event of termination of the Contract, the Contractor shall be paid up to the work performed by then.

15. **DEVIATION, EXTRA ITEMS & APPROVALS FOR PRICING:** - To be Followed –Latest GCC-Construction work (CPWD)/ CPWD GCC Maintenance work.

16. Termination of contract If the Contractor fails to perform any of its obligations under this agreement or if Institute is dissatisfied with the services of the Contractor, Institute may issue seven days' written notice intimating the Contractor of their failures or deficiencies and calling upon Contractor to rectify within such time as may be specified in the notice and if the Contractor fails to perform such obligation or make good such deficiencies

as pointed out to the Contractor in the notice, Institute may terminate the services of Contractor under this agreement. Institute may also terminate the Contract hereunder:

- i) if the firm is adjudged bankrupt or
- ii) if they make a general assignment for the benefit of their creditors or
- iii) if a receiver is appointed on account of their insolvency or
- iv) they disregard law, ordinances, rules, regulations or orders of any public authority having jurisdiction on the works.

The termination shall be without prejudice to all rights, liabilities and remedies that have arisen or accrued till date of such termination or that may arise on account of such termination. In such case expense incurred by Institute due to breach of this agreement by Contractor have been settled.

the Contractor shall not be entitled to receive any further payment, if due, until the loss, damage or In case the Contractor abandons the work during the course of the project, the Institute reserves the right to appoint an alternate Contractor or make an arrangement for carrying out the work of Contractor, at the risk and cost of the Contractor. Traveling / daily allowances shall not be payable to the Contractor, its representatives, officials and consultants engaged by it for their visit to construction site, offices of local authorities, Employer's office or any other place in Ranchi.

The scope of work broadly described herein and assigned to Contractor, as their area of responsibility is inclusive of all constancy and other services required in connection with the completion of work whether specifically mentioned herein or not and rendering such constancy services will not entitle the Contractor to charge any additional fees in as much as the same are included in the overall professional fees payable to them.

17. Liquidated Damages Clause:

If any delay in execution of the works is attributable to the acts or omissions and commissions of Contractor, Institute shall be entitled to recover liquidated damages at the rate of 0.5% of the total fees for each week of delay limited to maximum of 10% of the total actual fees payable.

18. Professional indemnity: Contractor warrants that it shall exercise high degree of care and diligence in rendering the services pursuant to this agreement and that; such services shall be of a quality and standard satisfactory to Institute. The Contractor shall indemnify Institute from any damage or loss arising from such lack of care and diligence or arising out of any unsatisfactory performance of service by Contractor. The contractor is required to obtain a Contractor All Risk (CAR) policy for successful and safe completion of project. Contractor shall provide a copy of this policy to Institute showing that such insurance has been taken and being maintained and that all the premia thereon have been paid. A certified copy of such insurance policy shall be deposited with Institute.

19. Dispute Settlement: In case of any dispute or difference arise between the parties during the progress of or after construction of this contract or touching or relating either to the said buildings or works, or to any other matter or thing arising directly or indirectly under this contract, then and in such an event the same shall be referred to Registrar, CUJ Ranchi as the SOLE ARBITRATOR who shall alone consider and determine the same, whose decision / award shall be binding and conclusive upon both the said parties and this clause shall be deemed a submission within the meaning of Arbitration and Conciliation Act 1996 or Statutory modification or re-enactment thereof. It is specifically agreed that the Contractor shall continue to render its services provided herein with all the due diligence, professional skill and tact notwithstanding that any matter, question or dispute has been referred to arbitration. The venue of Arbitration proceedings shall be Ranchi. It is further agreed between the parties as hereto that the Ranchi Courts alone shall have the exclusive jurisdiction.

20. Site: The contractor shall remove all surplus materials, debris etc. out of the NUSRL Campus from the site of work on completion work and will hand over the site clean before the bill is processed for final payment. Dismantled materials if any (declared by In-charge of the work) shall be returned to the Estate/ Electrical stores by the contractor at his own cost. The disposal of material shall be done in environmental friendly way and complying with the local rules and regulations.

21. Security

a. Movement of contractor's materials:

the Contractor shall not be entitled to receive any further payment, if due, until the loss, damage or

Any materials which are removed from the site of work and are required to be taken out from the NUSRL campus, the contractor should follow the following procedure:

to be removed including which are rejected etc. This application shall be endorsed by the In-charge of work or his authorized representatives. The materials shall only be allowed to go out of IIT campus after counter signature of the security officer and checked at the gate. No materials/tools will be allowed to be brought on holidays/Saturdays/Sundays inside the campus. Contractors can bring the materials/tools/between 0900 hours and 1700 hours on any working day (Monday to Friday). This may please be noted.

b. Search:

Thorough search of all persons and transport shall be carried out at each gate and for as many times as gate is used for entry or exit and may also be carried out at any time or any number of times at the works site within the restricted area.

c. Labour Law:

The work will be executed strictly following the Labour Laws of Central Govt & State Govt as may be applicable.

22. **Extension of Time-** Right to terminate the Operation repair and Maintenance contract by giving 15 days' notice at any time during the currency of the contract if the services of the agency are not satisfactory as However, employer reserves it's right to extend the contract on written & mutual consent of tenderer for a period of one year at the same rates of earlier agreement

23. Rates quoted should be valid for 12 months including rainy season from the date of opening of tender. It will be under discretion of the tenderer to increase duration of validity of rates after this period after receiving request from NUSRL, Ranchi. The Rates quoted will remain the same for the extended period

24. **PERIOD OF CONTRACT:** One year from the date of conclusion of Rate.

25. Water charges @1% of the bill value will be deducted from the Contractor's bill if applicable.

26. Electricity charges @ 0.10% of the bill value will be deducted from the Contractor's bill wherever applicable. The power will be supplied on request at one point within 50 meter of the building premises.

a) The contractor/operator/supervisor personnel shall have a clear working knowledge of the various BOQ items and shall not meddle /alter the BOQ items without the permission of the Engineer in charge.

27. Specification to be followed for execution of work –Latest CPWD Specification, Vol-I and Vol-II

28. Other terms and Condition to be followed of Latest Works Manual- (CPWD)/Maintenance Manual (CPWD)

Scope of Work- This tender is for carrying out of the work includes:

1.
 - (i) All new works, additions and alterations to existing structures and supply of building materials.

(ii) (ii) All ordinary repairs and maintenance works.

2. All the works arising in the NUSRL Campus during the period from date of acceptance shall be carried out and completed by the Tenderer within the dates specified in the work order for each individual work but such date shall not be beyond the date of completion period mentioned in the work order

The tenderer shall be bound to sign the work order within three days of receipt of notice for doing so, failure of which will be treated as a default on the part of Tenderer who will make himself liable for determinations of the contract and for well as the special penalties as provided in the General condition of contract as imposition of other conditions set forth herein.

3. All ordinary repair and maintenance works at any site of NUSRL Campus as will be set forth in the work orders (which work orders shall be deemed and taken to be part of this contract) that will be issued during the said period at the accepted rates as per the Delhi Schedule of Rates, corrected up to latest correction slips and the Special Conditions and Special Specifications, non SOR items, if any in conformity with the drawings (if any) that will be issued with the work order,

SPECIAL CONDITION FOR CONTRACT

1. This tender is for carrying out of I work in. The work includes:

(i) All new works, additions and alterations to existing structures and supply of building materials.

(ii) All ordinary repairs and maintenance works.

2. All works arising in the during the period from date of acceptance shall be carried out and completed by the Tenderer within the dates specified in the work order for each individual work but such date shall not be beyond from date of Completion

The tenderer shall be bound to sign the work order within three days of receipt of notice for doing so, failure of which will be treated as a default on the part of Tenderer who will make himself liable for determinations of the contract and for well as the special penalties as provided in the General condition of contract as imposition of other conditions set forth herein.

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Signature of Tenderer(s)

MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT

1. Name of the Bidder
2. Address of the Bidder:

.....

..... City... .. Pin

Code... ..E-mail Id

.....

Permanent Account Number

3. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No.			
(Digital Code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank Name, Branch Name and Code Number.			
RTGS CODE			
Account Type	Savings	Current	Cash Credit
Account Number(as appearing in the Cheque Book.			

4. Date from which the mandate should be effective.

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Company responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net / RTGS transfer/NEFT. I agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by us.

Place:

Date:

Signature of the Party / Authorised Signatory

Certified that particulars furnished above are correct as per our records.

Banker's Stamp

Date :

Signature of the Authorised official from the Bank)

UNDERTAKING¹⁵

“I/we undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in NUSRL in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineering-charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.”

Contractor signature with seal

Bidder Information

1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Government Registration Class	
4.	PAN No.	
5.	GSTN No.	
6.	State of GST Registration	
7.	E-mail	
8.	Contact Person's Name & Designation	
9.	Mobile No.	

Signature of the Bidder with date and seal

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To, _____

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: - _____

Name of Tender / Work: - _____

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned „Tender/ Work“ from the web site(s)namely: _____

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No.____to_____(including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said Bid Security deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official
Seal Signature of tenderer

PERFORMANCE STATEMENT FOR LAST THREE YEARS FOR SUBJECT WORK

Name of Contractor:

M/S_____

1. Contract Nos. :
2. Description of Works :
3. Quantity on order :
4. Value :
5. Original Date of completion of work:
6. Work done within the stipulated time limit:
7. Extension of period for completion of work:
8. Reason for delay in completion of work :
9. LD charges so paid for delay in completion of work:

(If any)

Signature of tenderer

LIST NO-1

TENDERERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL THE QUESTIONS GIVEN BELOW. TENDERERS MAY PLEASE NOTE THAT IF THE ANSWER SO FURNISHED ARE NOT CLEAR AND / OR ARE EVASIVE, THE TENDER WILL BE LIABLE TO BE IGNORED.

1. Tender No. _____
2. Name and address of firm/contractor:
3. What is your permanent Income Tax A/C No.:?
4. Status.
 - a) Indicate whether you are Govt. registered or Central or others:
 - b) GST No.:
5. Please indicate name & full address of your banker in the following format: -
 - a) Bank Name, Branch and Bank Account No. (Core bank account):
 - b) IFSC Code:
 - c) Whether bank branch is NEFT/RTGS enables or not:
6. State whether your firm with you have been banned by any Govt. /Central authority? :
1. Please confirm that you have read all the instructions carefully and have complied with accordingly. :

Signature of Witness_____

**(Full name and address of the persons
persons Signing in Block Letters)**

Signature of Tenderer_____

**(Full name and address of the
Signing in Block Letters)**

Whether signing as
Proprietor/Partner/Constituted
Attorney/duly authorized by the Company

Signature of tenderer

LIST NO. 2**Questionnaire/Check List (must be filled in all respect)**

1.	Whether firm/Contractor is registered for the tendered work or not	
2.	Registration No. and Date	
3.	Registration issued by	
4.	Registration valid up to	
5.	Copy of Registration submitted or not	
6.	GST registration No	
7.	Whether Copy of GST registration certificate submitted or not with tender	
8.	PAN No.	
9.	Whether Copy of PAN No submitted or not with tender	
10.	Whether Bid Security enclosed, if yes details of Bid Security	
11.	Whether offer is valid up to 180 days or otherwise.	
12.	Complete details of Banker with IFSC code, Account No. Name of Bank, Name of Branch, Bank Code, Swift code etc.	
13.	Whether past performance Performa submitted along with copies of award of contracts or not	
14.	Whether tender specification / work scope accepted by the firm / contractor or not	
15.	Whether all pages of tender has been signed by the authorized signatory or not and returned with offer or not	
16.	Whether all the terms and condition of the Tender Enquiry including payment terms are acceptable or not	
17.	experience of similar works	
18.	Any other document related to NIT	

Signature _____

(Name of the firm/Contractor) With seal/stamp

Signature of tenderer

AFFIDAVIT**(For Sole Proprietary Firm)**

IR/o

.....

.....

do**hereby****Solemnly affirm and declare as under: -**

8. That I am Sole Proprietor of..... (Sole Proprietor Firm Name)

9. That the office of the firm is situated at

.....

.....

DEPONENT**Place:****Date:****VERIFICATION**

Verified that the contents of my above said affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed there from.

DEPONENT**Place****:****Date:**

List of approved Makes for Civil works		
Sr. No.	Description of Item	Approved Makes/ manufacturers
1	Cement(OPC/PPC/PSC)	Ultratech, Gujarat Ambuja, Lafarge,Birla, RAMCO, ACC, Chettinad, Coramandal, Zuari,Jaypee, JK Lakshmi,Prism
2	Reinforcement steel/structural steel	TISCO, SAIL, VIZAG STEEL (RINL), JISCO, JVSL, LLYOD STEEL, ESSAR
3	Water proofing Compounds/Admixtures	Pidilite / Sika/ Fosroc
4	Ceramic floor tile / wall tile	Somany/ Johnson / Kajaria/Murudeswar/NITCO
5	Polished vitrified ceramic tile	Marbogranite / Granamite / Diamontile/somany/NITCO
6	Plywood	National / Kit ply/ Green ply / Assam Prestige
7	Lamination	Decolam / Formica / Sun Mica/Green Lam
8	Aluminium door/window	Jindal / Indal / Hindalco
9	Floor spring/door closer	Everite / Hardwin/Dorma
10	Acrylic emulsion Paints / distempers /synthetic enamel paint	ICI / Asian Paint/ Berger / Nerolac
11	Cement Paint	Snowcem / Berger/Nitco / Asian Paint/Nerolac
12	Glazing / glass	Modi float / Saint Gobain/ASI/Gujarat Gaurdian
13	Paver block	Designer pavings / Vibrant Besser / Aeons / Hicon / Malu/ Shan Fly ash/ Sheild/approved eqvalent
14	Roofing sheet for canopy	Inter arch / Inter Tech / Tiger steel / Intersil Metallic products (Conwed) / Kirbi/Jindal steel(JSW)
15	False ceiling material for canopy	Inter arch / Inter Tech / Tiger steel / Luxalon/ Intersil Metallic products (Conwed) / Kirbi
16	Water closet / wash basin / urinal / flushing cistern / WC cover	Hindustan Sanitary ware, Parryware, Neycer
17	CP brass fittings like bib cock, stop cock, pillar cock, bottle trap, waste coupling	Jaquar / Parko/ ESSESS / Plumber/L&K
18	PVC pipe	Supreme / Prince/ Finolex / Oriplast/Flow Guard/Jain Irrigation
19	GI pipe / MS pipe	Tata/ Zenith/ Gujarat steel (GST)/ Jindal/Surya
20	Gun metal gate valve / check valve	Leader / GG/ South Paint (ISI marked)/zoloto
21	PVC water tank	Sintex / Reno/ Aquatech/POLYCON/UNIPLAST
22	Glass, mirror	Modi Guard, Saint Gobain, Float Glass,ASI
23	G.I Malleable fittings	Unik, Zoloto
24	GM or copper alloy Gate/peet/ globe / check valve	Kingston, Leader, Zoloto, GG
25	HDPE Pipe	Prince, supreme, Jain Irrigation, Finolex, Kissan.

26	SWR - PVC pipe & fittings	Prince, Premium, Supreme, Finolex, Kissan
27	Water supply - PVC pipes & fittings	Prince, supreme, Jain Irrigation, Finolex, Kissan.
28	Flush valves	Jaguar, Parko, Orient,Plumber,ESSESS
29	Electronic flsuh valve for Urinal	Cera, Parryware, Jaguar
30	Water Pumps & Pump sets	Kirloskar,KSB, Texmaco,Suguna,CRI,GRUNDFOS
31	Ductile iron Man hole Covers and Frames	Jeyswal NECO, Kejariwal, Kiswock
32	UPVC pipes & fittings	Prince, supreme, Jain Irrigation, Finolex, Kissan.
33	CPVC pipe	Prince, supreme, Jain Irrigation, Finolex, Kissan, Flowguard, Astral
34	Polysulphide sealant	Pidilite, Fosroc ,sika
35	Gypsum Board System	India Gypsum, Laffarge
36	Pre-Laminated Particle Board	Novopan, Greenlam, Kitlam, Marino
37	Flush door shutters	Century, Kitply, Novapan, Green Ply, Marino
38	White Cement/Wall Putty	Birla White, JK,NCL
39	PVC doors	Rajshri, Sintex,Plasopan

FINANCIAL BID

FINANCIAL BID FOR A.M.C WORK/ BOQ

Tender Inviting Authority: Assistant –Registrar National University of Study and Research in Law Ranchi

Name of Work: Annual Contract for all general Civil works, pipe line & sanitary work, wood work & road works for all in Residential & non-residential building at NATIONL UNIVERSITY OF STUDY AND RESEARCH IN LAW At- Nagri PO Kanke – Pithoria Road Ranchi 834006 Jharkhand,

Name of the Bidder/ Bidding Firm / Company					
<u>PRICE SCHEDULE</u> (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)					
SL NO	DESCRIPTION	UNIT	ESTIMATED COST	TOTAL AMOUNT WITH TAX IN FIGURES.	TOTAL AMOUNT WITH TAX IN WORDS
1	Percentage rate contract on Delhi Schedule of Rates (DSR) – 2023 item for Annual Contract for all general Civil works, pipe line & sanitary work, wood work & road works for all in Residential & non -residential building at National University of Study and Research in Law , NUSRL Authorities reserve the full rights to increase or decrease the quantities of items, at the time of award of tender and at any time during execution of contract period or extended period of contract as per its actual requirement. The quantities of works demarcated as per the DSR items and the possible items for execution listed as under may be executed. The Registrar, NUSRL reserves the right “that it is not necessary that all the items will be executed in the said period of contract one year and therefore the contractor has no right to claim for any works/item of works for the execution in the time period of contract or extended period of the contract.” 2. The Contractor shall give the rate above (+) Or Below (-) On Delhi Schedule of rate (DSR)-2023 as a SINGLE PERCENTAGE RATE only for all the				

	Items. Single quoted percentage rate by bidder shall be applicable on each item of Delhi Schedule of rate (DSR)-2023. Details as Below 1. Extra % quoted by Contractor should include all the factors over and above DSR rate. Nothing over and above this Percentage will be paid to Contractor. 2. Tenderer should quote only one rate in % above or below for above Items, No further break up in rate will be accepted, otherwise tender will be summarily rejected. The work required to be carried out under contracts will include: 1. New works addition and alteration of existing structures special repairs and supply of materials and 2. All ordinary repairs and maintenance work and convenience of materials, subject to the contract value of each such work not exceeding to Rs.5,00,000/				
1.01	All items as Per D.S.R. 2023	As per D.S.R	30,00000	30,00000.00	
Total in Figures	the rate above (+) Or Below (-) On Delhi Schedule of rate (DSR)-2023 as a SINGLE PERCENTAGE RATE only for all the Items. Single quoted percentage rate by bidder shall be applicable on each item of Delhi Schedule of rate DSR -2023			3000000.00	INR Thirty L Only
Quoted Rate in Figures		Less (-)		0.00	INR Zero On
Quoted Rate in Words		INR Zero Only			

SEAL & SIGNATURE OF THE CONTRACTOR

