

Ref:YSM/141/2025

NOTICE INVITING TENDER
YOGODA SATSANGA MAHAVIDYALAYA,
Jagganathpur, Dhurwa
Ranchi
Jharkhand

For

Construction of Toilet and Staircase at

Yogoda Satsanga Mahavidyalaya

Tender Date	01/06/25
Last date of submission of Quotations	21/06/2025
Duration of work	02 Months

Office of The Principal
Yogoda Satsanga Mahavidyalaya

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NOTICE INVITING TENDER (NIT) BY

YOGODA STASANGA MAHAVIDYALAYA, DHURWA, RANCHI

FOR

“Construction of Toilet and Staircase at

**Yogoda Satsanga Mahavidyalaya (INCLUDING CARRYING OUT CIVIL,
ELECTRICAL, AND PLUMBING WORKS)”**

AT DHURWA, RANCHI.

Invitation for calling upon prospective Bidders for the following works:

Name of the Work: “Construction of Toilet and Staircase at Yogoda Satsanga Mahavidyalaya (including carrying out Civil, Electrical, and Plumbing works)” at Yogoda Satsanga Mahavidyalaya, Jagganathpur, Ranchi.

Scope of the Work: Providing all material, labour, qualified staff / employees, machineries, tools, ropes, shuttering materials, etc. and carrying out complete Construction of Toilet and Staircase at Yogoda Satsanga Mahavidyalaya (including carrying out Civil, Electrical, and Plumbing works)” at Yogoda Satsanga Mahavidyalaya, Jagganathpur, Ranchi.

Time of Completion: 2 months from the date of LOI

Earnest Money Rs.30,000/- (Rupees Thirty Thousand) Demand Draft
Deposit: in favour of **Yogoda Satsanga Mahavidyalaya**, payable at Ranchi

Non-refundable costs Rs. 10,000/- (rupees Ten Thousand)by Demand Draft
of Tender document: in favour of **Yogoda Satsanga Mahavidyalaya**, payable at Ranchi

Place of submission Yogoda Satsanga Mahavidyalaya, Jagannathpur,
of documents: Dhurwa, Ranchi, 834004

The tender documents and conditions are available in the website “[www.https://www.ysmranchi.net/](https://www.ysmranchi.net/)”. All corrigendum and further notices will be updated in the website only. No further publication in newspaper shall be made. The Bidder / Applicant is to regularly visit the website and update themselves promptly.

The intending bidder / applicant must read the terms and conditions including General Conditions of Contract, Special Conditions of Contract, NIT, Drawings, Occasion site visit, etc. carefully and only if he considers himself eligible and in possession of all documents, he should submit his tender.

DISCLAIMER

1. This NIT is issued by YOGODA STASANGA MAHAVIDYALAYA, DHURWA, RANCHI, henceforth mentioned as “YSM”. Proposals are invited from the Bidders who possess valid statutory registrations and who are capable of undertaking complete “Construction of Toilet and Staircase at Yogoda Satsanga Mahavidyalaya (including carrying out Civil, Electrical, and Plumbing works)”.
2. The information contained in this NIT to the Bidders, in documentary or any other form by or on behalf of YSM or any of their employees or advisors, is provided on the terms and conditions set out in this NIT and such other terms and conditions subject to which such information is provided.
3. This NIT is neither an agreement nor an offer by YSM to the prospective Bidders or any other person. The purpose of this NIT is to provide Bidders with information that may be useful to them in the formulation of their responses (“Proposal”) pursuant to and in accordance with this NIT. This

NIT includes statements, which reflects various assumptions and assessments arrived at by YSM in relation to the scope of works. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This NIT may not be appropriate for all persons, and it is not possible for YSM, its employees or advisors to consider the objectives, technical expertise and particular needs of each party who read or use this NIT. The assumptions, assessments, statements and information contained in this NIT may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, applicable rates, duties, cess and taxes, applicable statutory laws and provisions, assessments and information contained or required pursuant to this NIT. Any character or requirement of the Project Site, which may be deemed to be necessary by the Bidder should be independently established and verified by the Bidder.

4. Information provided in this NIT to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. YSM accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on the law expressed herein.
5. YSM, its employees and advisors make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may

arise from or be incurred or suffered on account of anything contained in this NIT or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the NIT and any assessment, assumption, statement or information contained therein or deemed to form part of this NIT or arising in any way in this Bidding process. YSM also accepts no liability of any nature, whether resulting from negligence or otherwise, however caused arising from reliance of any Bidder upon the statements contained in this NIT.

6. This NIT along with its Annexures, Schedules are not transferable. The NIT and the information contained herein are to be used only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the Bidder's professional advisors). In the event that the Bidder does not continue with its involvement in the Project in accordance with this NIT, this NIT must be kept confidential.
7. YSM may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this NIT.
8. The issue of this NIT does not imply that YSM is bound to select a Bidder or to appoint the selected Bidder, as the case may be, for the Project. YSM reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. This NIT may be withdrawn or cancelled by YSM at any time without assigning any reasons thereof.
9. The Bidder shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation,

copying, postage, delivery fees, investigations, expenses associated with any demonstrations or presentations which may be required by YSM or attending meetings or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will be borne by the Bidder and YSM shall not be liable in any manner whatsoever for the same, regardless of the conduct or outcome of the Bidding process.

10. YSM accordingly hereby invites detailed proposals from renowned and eligible Contractors, well experienced in the field of Civil and Constructions works.

1. INTRODUCTION:

1.1. Yogoda Satsanga Mahavidyalaya (YSM), minority institution recognized under Article 30 (1) Sections 2(f) and 12 (B) of the UGC Act, situated in the capital city of Ranchi, Jharkhand. YSM proposes to undertake “Construction of Toilet and Staircase at Yogoda Satsanga Mahavidyalaya (including carrying out Civil, Electrical, and Plumbing works)” herein referred to as the Project and in this regard invites Proposals from interested Bidders.

1.2. The Project involves construction of buildings complying with all Applicable Laws.

2. BACKGROUND, SCOPE & DELIVERABLES:

As part of its infrastructure expansion YSM proposes for “Construction of Toilet and Staircase at Yogoda Satsanga Mahavidyalaya (including carrying out Civil, Electrical, and Plumbing works)”

2.1. Scope of Works:

- 2.1.1. In General to do all works towards Construction of Toilet and Staircase at Yogoda Satsanga Mahavidyalaya (including carrying out Civil, Electrical, and Plumbing works) including purchase of building materials.
- 2.1.2. General Building Construction & Enabling works including necessary temporary works;
- 2.1.3. Concrete works, painting, including all plumbing, metal, welding, electrical related works as per BOQ.
- 2.1.4. Installing mandatory safety signage hoardings to the site during the construction.
- 2.1.5. Co-ordination with the respective agencies and stakeholders, etc. involved in Project.
- 2.1.6. To ensure the works during the monsoon and rains are protected always and any damage caused due the same are to be borne by the Contractor.
- 2.1.7. Facilitate inspection, testing and commissioning by the Contractor, e.g. Perform specific Quality Control and Quality Assurance tests of the works by involving external laboratories

approved by YSM as per the IS procedures and furnish the test reports and records time to time.

2.1.8. Reinstatement of the works after the completion of construction.

3. WORK SPECIFICATION & SCHEDULE OF COMPLETION OF WORK:

3.1. All the scope of work shall be executed as per the technical specifications provided by YSM / Architect, revision/BIS code/IRC Code, relevant IS Codes, contract drawings, BOQ, approved manufacturer's literature. The schedule for completion of the above works is 02 months from the date of LOI.

3.2. The various buildings shall be constructed as per design and under the supervision of Architect who made the design for the same, which includes slanted roof, shuttering, etc. of similar works.

4. ELIGIBILITY CRITERIA

Bidders shall be eligible to participate in the bidding process, if they fulfill all the following pre-qualifying criteria: (Please attach proof)

4.1. Financial Criteria

The Bidders who fulfill the following requirements shall be eligible for Prequalification:

4.1.1. Turnover: Minimum financial turnover of an average of Rupees Thirty Lakhs in the immediately preceding last three financial years in Construction business.(Please attach proof)

- 4.1.2 Tender document cost of Rs 10,000/- is non refundable and to be submitted by Demand Draft in favour of **Yogoda Satsanga Mahavidyalaya**, payable at Ranchi of a scheduled commercial bank;
- 4.1.3 Legal Valid Entity: The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956, or JV/consortium, Proprietorship, Partnership, etc. A proof for supporting the legal validity of the Bidder shall be submitted.
- 4.1.4 Registration: The Bidder should be registered with the Income Tax, GST and also registered under the labour laws - Employees Provident Fund Organization, Employees State Insurance Corporation.
- 4.1.5 Clearance: The Bidder should also enclose 3 Years ITR.
- 4.1.6 Experience: The Bidder should have experience of two similar work of Rs Thirty Lacs per year in past three years in reputed organizations ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period). The bidder has to submit the relevant work experience certificates in last 3 years. Pre-qualification shall be done based on experience of successfully completed works and not on experience of work in progress.

4.2. Technical Criteria

4.2.1. Experience for successful completion of construction works either at YSM, or any other institute, or other reputed organisations etc. The Bidder shall provide such details duly certified by himself, which shall demonstrate previous experience of having undertaken & satisfactorily completed similar nature and scope of work as in this project. Experience in civil construction of buildings, electrical and plumbing works etc., are vital elements of this project and hence such previous experience should reflect their ability and potential to perform the job smoothly in a given time. The Bidder should be registered and recognized in construction business for a minimum period of 3 (three) years. The Bidder's experience in this respect will form one of the criteria for evaluation. YSM may in its discretion, contact references provided for verification.

4.2.2. Enlistment order of the Contractor.

4.2.3. All the machinery (like mixer machine, vibrators, pumping sets, small tool and tackles, winch machines, welding machines, etc. required for construction works), labour, equipment (like leveling machine, dumpy level, etc.), logistic support, all required shuttering material including fasteners, nails, screws, ropes, binding wires, building material, tiles etc. required for the construction of various buildings shall be provided by the bidders and in no circumstances YSM is responsible for the same.

4.2.4. ESI/EPF: The successful bidder shall have and shall pay ESI/EPF and other statutory / labour compliances to all the labour who works for the building construction at the site and for the same YSM will nowhere responsible for the same.

The Financial Proposals of only those Bidders whose Technical Proposals are determined to be fulfilled as per the above evaluation criteria, will be considered for the Bid Stage.

YSM reserves the right to negotiate with all or any of the Bidders whose Financial Proposals are being evaluated, to determine the successful Bidder.

YSM reserves its right to accept any Proposal and to reject any or all the Proposals received without any reason or can change the process of the selection at any time during or after the NIT process. YSM shall not be responsible to any Bidder/persons on any account if it exercises such rights.

Financial Proposal of technically qualified Bidders shall alone be opened. After evaluation of bids and finalization of comparative analysis, clarifications, if necessary may be sought from lowest bidder being the successful bidder.

4.3. Earnest Money Deposit (EMD)

Bidder shall have to furnish to YSM an EMD of an amount equivalent to Rs 30,000/- (Rupees Thirty Thousand) payable at Ranchi, India. The EMD shall be provided by way of:

4.3.1 A Demand Draft in favour of **Yogoda Satsanga Mahavidyalaya**, payable at Ranchi, of a scheduled commercial bank;

4.3.2 The EMD shall be returned to the unsuccessful Bidders upon execution of the contract with the successful Bidder / Contractor. Further, EMD may, at the option of YSM, return to the successful Bidder upon completion of work.

4.3.3 The Proposals shall be summarily rejected if it is not accompanied by the EMD.

4.3.4 The EMD shall stand forfeited and appropriated by YSM as damages payable to YSM for, inter-alia, time, cost and effort of YSM without prejudice to any other right or remedy that may be available to YSM under the bidding documents and/or under the contract, or otherwise, under the following conditions:

- I. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
- II. If a Bidder withdraws its proposal during the period of proposal validity as specified in this NIT and as extended by mutual consent of the respective Bidder(s) and YSM.
- III. In case the selected Bidder fails within 07 days from the declaration of his bid having been selected:
 - a. to sign and return the duplicate copy of LOI/P.O.;
 - b. to sign the Contract;
 - c. In case the selected Bidder, having signed the contract, commits any breach of contract.

4.4. Litigations History:

The Bidder shall submit specifically:

- 4.4.1 any contracts executed or in progress in the past 3(three) years.
- 4.4.2 litigations or arbitrations in respect to the aforesaid contracts;
- 4.4.3 litigations or arbitrations against any government entity;
- 4.4.4 litigations or arbitrations against YSM or any of its subsidiaries and/or associate organizations;
- 4.4.5 Bidder to provide confirmation that there are no pending investigations or proceedings in respect of any money-laundering, corruption or anti-bribery laws;
- 4.4.6 Bidder to provide confirmation that, in the past 3 years, there have been no investigations or proceedings in respect of any money-laundering, corruption or anti-bribery laws.
- 4.4.7 YSM reserves the right to qualify or to reject the proposal based on YSM's assessment of the information provided.
- 4.4.8 Bidder to provide confirmation that it has not been blacklisted by any entity in India or abroad.

5. DISPUTES RESOLUTION MECHANISIM:

In case of dispute, the differences of opinion on any matter pertaining to the works, the decision of the Architect shall be final and binding on the Contractor. If either party is not satisfied with the decision of the Architect, within 7 days a notice to this effect will be sent to the Architect and YSM in writing for referring the matter to sole Arbitrator who shall be appointed by YSM.

6. SUBMISSIONS AND COMMUNICATION:

6.1 The Bidder shall submit his bid in a sealed envelope containing two separate sealed envelopes consisting of Envelop 1 : (i) Minimum Eligibility Criteria; and (ii) Technical Bid; (iii) Demand Draft for document fee and EMD and Envelop 2 (iv) Financial Bid, clearly subscribing so and the three envelopes shall be kept in another single sealed envelope and duly superscribed with :
Ref: YSM/420/2024.

“Construction of Toilet and Staircase at Yogoda Satsanga Mahavidyalaya”.

Addressed to :

The Principal, Yogoda Satsanga Mahavidyalaya,
Jagannathpur, Dhurwa, Ranchi – 834004.

6.2 The Bid shall be submitted not later than time and date mentioned in the cover page, addressed to Principal, Yogoda Satsanga Mahavidyalaya, Jagannathpur, Dhurwa, Ranchi. Bidders sending their bids through courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for couriers shall be granted.

6.3 Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However, the competent authority of the YSM reserves right to extend the date / time for receipt of bids, before opening of the Technical Bids.

6.3.1.1 Bids must be submitted by the due date and time. If the last date of submission is a holiday then the bids can be submitted on the next working date by 1700 Hrs.

6.4 Interested Bidders pre-qualifying above criteria shall pay to YSM document fee (non-refundable) of Rs.10,000/- (Rupees Ten Thousands only) in the form of demand draft in favour of **Yogoda Satsanga Mahavidyalaya**, payable at Ranchi, from a scheduled commercial bank.

7. CLARIFICATION ON TECHNICAL BID EVALUATION.

7.1.1. The Eligibility Criteria and the technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the YSM may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the YSM shall not be considered. The YSM request for clarification and the response shall be in writing.

7.1.2. YSM also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

8. PAYMENT TERMS:

The payment shall be released at the completion of the following stages:

S No	Stages	Weightage
1	Mobilization Advance	10% at the time of LOI
2	Slab Casting	30%
3	Brick Masonry Work, Plaster	20%
4	Finishing	30%
5	After defect liability period	10%
	Total	100%

GENERAL CONDITIONS OF CONTRACT

1) ACCESS

YSM / Architect / Engineer and his representative shall have access, at all reasonable times, to the work and workshops of the Contractor whether on site or off site.

2) ADDITIONAL WORK

If the Contractor wishes to make Claim for any additional work, written notice as provided herein shall be given before proceeding to execute the additional Work.

3) ANTIQUITIES

All fossils and other objects of interest or value, which may be found on the site or in excavating the same during progress of the work, shall become a property of the Owner. The Contractor shall carefully take out and preserve all such objects and hand them over to the Owner, through the Architect.

4) ARBITRATION

In case of dispute, the differences of opinion on any matter pertaining to the works, the decision of the Architect shall be final and binding on the Contractor. If either party is not satisfied with the decision of the Architect, within 15 days a notice to this effect will be sent to the Architect / Owner in writing for referring the matter to sole Arbitrator who shall be appointed by the Owner.

5) ARCHITECT

Architect is M/S K & S Design Lab Architects & Planner, Shop no 2, Sixth Floor, Nile Complex, Old HB Road, Kantatoli, Ranchi-834001.

He shall be entitled to performance and enforcement of obligations under the Contract for Construction.

6) BILL OF QUANTITIES

It shall indicate the quantum and rates.

7) PAYMENT: Bills will be certified by the Architect.

8) CLAIM FOR EXTRA

It shall be the responsibility of the Contractor to inform the Architect/Engineer claim, if any and get a written approval from the principal before proceeding with the work.

9) CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials without damaging the completed part of the work.

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

10) CONTRACT DOCUMENT :

It consists of:

- a) Notice Inviting Tender
- b) General conditions of contract.
- c) Technical specifications
- d) Bills of quantities,
- e) Drawings prepared by the Architect from time to time.
- f) Appendix I, II, III, IV, V and VI.

Including all modifications / amendments.

11) CONTRACTORS FIELD ORGANIZATION AND EQUIPMENT:

- a. Contractor shall employ qualified and competent persons on the site.
- b. Contractor shall provide and install all necessary hoists, ladders, scaffoldings, tools, tackles, plants and machinery necessary for execution of the works.
- c. Contractor shall provide sanitary convenience for site staff and labour to keep the site clean.
- d. Guardrails shall be provided by the Contractor for safety of labour and general public at the site of works.
- e. All documents, log books, etc. shall be maintained by the Contractor and the Contractor will be liable and responsible to have it signed from the designated authority of the YSM/ Architect / Engineer.

12) CO-ORDINATION

Contractor shall extend complete coordination to all other agencies / instrumentalities working on the same site with the written approval of the YSM/ Architect / Engineer.

13) DAMAGES

If the Contractor fails to complete the work by the date specified or within any approved extended time granted to him, the Contractor shall allow the Owner to deduct a sum calculated at the agreed liquidated damages, from the money due to him for the period the work remained incomplete @ 5,000/- per day subject to a maximum of 25% of the cost of work.

14) DECISIONS

- a) The Architect/Engineer/ authorized person shall be Owner's representative during the construction period.
- b) He shall periodically visit the site to familiarize himself generally with the progress and the quality of work and to determine, in general if the work is proceeding in accordance with the contract documents.
- c) The Architect / Engineer/ authorized person shall not be required to make exhaustive or continuous on-site inspections to check the quality and quantity of the work, and shall not be responsible for the Contractors failure to carry out the construction work in accordance with the contract documents.
- d) During his site inspections the Architect shall inform the Owner about progress of work, defects and deficiencies if any.
- e) The Architect/Engineer/ authorized person may in his absolute discretion from time to time, issue further drawings, details, written instructions, written decisions and written explanations in regard to: -
 - i. Variation or modification of the design
 - ii. Quality or quantity of work, addition / alteration / omissions and substitutions of any work
 - iii. Any discrepancy and divergence between drawings and specifications.
 - iv. Removal and re-erection of any works executed by the Contractor
 - v. Dismissal of any persons employed on the site, who in the opinion of the Architect/ authorized person is not fit for the job.

- vi. Opening up for inspection any work-covered up
- vii. Amending and making good any defects under defects liability period
- viii. Removal from site, any person brought by the Contractor, which in the opinion of the Architect/ authorized person is not up to the desired standard.
- ix. Delay and necessary action thereon
- x. Postponement of any work

15) DEDUCTION FOR UNCORRECTED WORK

If the Architect/Engineer deems it in-expedient to correct work damaged or not done in accordance with the contract, an equitable deduction from the contract price shall be made thereof.

16) DEFECT LIABILITY PERIOD

The Defect Liability Period shall be 6 Months or one Monsoon season from the issue of Certificate of Completion whichever is later.

Further, when in opinion of the Architect/Engineer the works are practically completed, he shall forthwith issue a certificate of Completion to that effect mentioning the date to be taken as the date of completion.

Further, the Architect/Engineer shall prepare a schedule of defects, not later than 14 days after the expiry of the defects liability period. The Contractor shall within a reasonable period of time after receipt of schedule of defects shall rectify the same by providing the labour free of cost, failing which the Architect/Engineer/ authorized person will make suitable deductions from the contract sum.

17) DELAY / FAILURE OF PAYMENT

The Contractor shall not stop the Work for the failure of the Architect/Engineer/ authorized person to issue a Certificate of Payment, or the Owner to make timely payment.

18) DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams. It also means Drawings as provided by the Architect/Engineer/ authorized person including amendments thereto from time to time.

19) EFFECTIVE DATE

As declared by the Architect/Engineer/ authorized person or date of Letter of Intent (LOI) whichever is earlier.

20) ENGINEER/ AUTHORISED PERSON

Engineer/ Authorised Person as nominated by the Owner in writing from time to time . He shall be the person approved and appointed and paid by the Owner to supervise the work in consultation with Architect.

21) FINAL COMPLETION AND FINAL PAYMENT

Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspections and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a Final Certificate for Payment.

Acceptance of final payment by the Contractor shall constitute complete waiver of all claims by the Contractor.

22) ESCALATION

The Contractor shall not claim any extras for escalation (rise and fall) of prices of labour & material and the contract price shall not be subjected to any rise or fall in prices and all rates in the BOQ shall be firm.

23) GUARANTEE

Besides guarantees required elsewhere, the Contractor shall guarantee the works in general for six months after completion of work.

24) INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect and their agents and employees of any of them from and against claims, damages, economic losses and expenses of any kind (including but not limited to fees and charges of engineers, attorneys, and other professionals and costs related to court action or arbitration), arising out of or resulting from performance of the Work under this Agreement, provided such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable unless caused in whole or part by the negligence of Owner. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.

25) INJURY

The Contractor shall indemnify the Owner against any liability, loss, claim or proceedings whatsoever arising under any statutory or common law in respect of personal injury, property injury to or the death of any person or damages of any property, whomsoever arising out of or in the course of or caused by carrying out the work.

26) CONTRACTOR ALL RISK POLICY & INSURANCE

Without prejudice to his ability to indemnify the Owner, the Contractor and his Subcontractors (if permissible) shall maintain such insurance as are necessary to cover the legal liability of the Contractor and the sub Contractor towards the employees / labourers / third parties / persons visiting the site for any reason. The contractor is responsible for loss or damage to the work and shall at his own cost repair and make good the loss/damage to the work.

27) LABOUR

Contractor shall not employ child labour and if female workers are employed he should make provision for safeguarding the small children to keep them clear of the site. All labour should be provided with Safety equipments by the Contractor and they shall wear safety helmets, concerned safety equipments, shoes, etc to protect them from injury. Contractor will abide by all Labour Acts, Rules, Regulations, laws, etc. while engaging / taking work from the employees / workmen / labourers, etc.

28) LAW

Law as applicable at the place of work shall govern the Construction Work under this contract.

29) MATERIALS

All labour, qualified staff / employees, machineries, tools, ropes, shuttering materials, etc. is to be supplied and arranged by the Contractor.

Building materials which are actually used and consumed in the construction like cement, sand, bricks, steel bars, etc

30) NOTICE

Written notice shall be deemed to have been served if delivered in person to a member / agent of the Contractors firm or sent by Registered post at the registered address of the contractor firm.

31) OWNER

It means YOGODA SATSANG MAHAVIDYALAYA, JAGANNATHPUR, DHURWA, RANCHI - 834004.

The term "Owner" means the Owner or the Owner's authorized representative

32) PAYMENT WITHHELD

The Architect/Engineer / Owner may withhold or on account of subsequently discovered evidence nullify the whole or part of any certificate to such an extent as may be necessary in his reasonable opinion to protect the Owner from loss, for defective work, non-payment to employees, or other claims connected to this work.

33) PERMITS, FEES AND NOTICES

- i) Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract for Construction and which are legally required when bids are received or negotiations concluded.
- ii) The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work.
- iii) If the Contractor performs Work the Contractor knows or should have known it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

34) POSSESSION BEFORE COMPLETION

If the Owner, with the consent of the Contractor takes possession of part of the building for handing over to the finishing Contractor, such part of the building shall not be deemed to be completed. Completion of such part would occur only on completion of the last part of the entire work.

35) PROGRESS CHART

Contractor shall prepare a Progress Chart (estimated) and submit the same for approval of the Architect alongwith the Tender document.

36) SCHEDULE OF QUANTITIES:

Schedule of quantities given in the contract bill are provisional and are meant to indicate the intent of the work and to provide a uniform basis for the contract. The Architect reserves the right to increase or decrease any of the quantities or to totally omit any of them. Contractor shall be bound to carryout the same without claiming any extras.

37) SETTING OUT

The Contractor shall set-out and level the work and shall be responsible for the accuracy of the same. He shall at his own cost amend to the satisfaction of the Architect / Engineer/ Authorised person any error found at any stage, which may arise from inaccurate setting.

38) SITE

It shall mean the site of construction i.e. Yogoda Satsanga Mahavidyalaya, Jagganathpur, Ranchi

39) SITE INSTRUCTIONS

If within seven days of receipt of written instructions from the Architect / Engineer incharge/ Authorised person requiring compliance with an instruction, the Contractor does not comply the same, then the Owner may get the work executed through another agency at the risk and cost of the Contractor.

40) SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for equipment, construction systems, standards and workmanship for the Work, and performance of related services

41) STATUTORY OBLIGATIONS

The Contractor shall comply with and give all notices required by any Govt. Authority and instrument, rule or order made under an act of parliament or state assembly or any regulation or byelaw of the local body, relating to the work and indemnify the Owner against any such liability arising out of non compliance of the law.

42) SUB CONTRACTOR

Before awarding any sub contract, the Contractor shall notify the Architect/Engineer/ Authorized person in writing the names of the Sub-Contractors proposed. Contractor shall not employ the Sub-Contractor to whom Architect or Owner may have a reasonable objection.

43) SUCCESSORS AND ASSIGNS.

The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents.

44) SUSPENSION OF WORK

The Contractor shall not suspend work for any reason.

The Owner may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

45) TERMINATION BY THE CONTRACTOR

The Contractor may terminate the Contract if the Work is stopped by the Owner / Architect for a period of 20 consecutive days without act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons: issuance of an order of a court or other public authority having jurisdiction; an act of government, such as a declaration of national emergency, making material unavailable.

However, prior to such termination, the Contractor shall give seven additional days written notice to the Owner and Architect informing them about the reason for termination and if still the shortcomings are not fulfilled, the Contract can be terminated.

46) TERMINATION BY THE OWNER

The Owner may terminate the Contract if the Contractor: persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper works; fails to make payment to Subcontractors for his work or to the labor in accordance with the Law and in accordance with the respective agreements between the Contractor and the Subcontractors / Labourer; persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or otherwise is in substantial breach of a provision of the Contract Documents.

When any of the above reasons exist, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor, seven days written notice, terminate the Contractor and may, subject to any prior rights of surety: take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; and finish the Work by whatever reasonable method the Owner may deem expedient.

When the Owner terminates the Contract, the Contractor shall not be entitled to receive further payment.

If the unpaid balance of the Contract Sum does not cover the cost of finishing the Work, the Contractor shall pay the difference to the Owner. The amount to be paid to the Owner, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

47) TIME LIMITS

02 months from the Date of LOI. (It is essence of contract).

48) TIME EXTENSION

If the progress of the work is being delayed, the Contractor shall forthwith give written notice of the cause of delay to the Architect to enable the Owner to take a proper decision in the matter.

49) TAXES

Contractor shall submit his bid which shall include all taxes payable. No claim on this account shall be entertained, at any stage. As such all Taxes including GST is to be borne and complied with by the Contractor

50) TYPE OF CONTRACT:

It shall be a Consolidated Construction contract. The Contractor shall be paid for the actual quantity and quality of work done, as measured at site on the rates quoted by him, on the basis of a payment certificate issued by the Architect / Engineer/ Authorised person.

51) TREES AND SHRUBS

The Contractor shall ensure protection of trees and shrubs designated by the Architect from damage during the course of work. In case of requirement to fell any, the Contractor shall be liable to take permission for felling the trees / shrubs from the competent authority at his own costs and expenses.

52) USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

53) WAIVER OF CLAIMS:

The receipt of final payment shall constitute a waiver of Claims by the Contractor in totality.

54) WATER AND ELECTRICITY

The owner shall make arrangement for Water & Electrical power for construction and other purposes

55) WARRANTY

The Contractor warrants to the Owner and Architect that the Skill labor and the equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If

required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of equipment and others.

Further, the Contractor shall guarantee his equipments etc. and workmanship against defect as stated in defect liability above due to any reasons. Where the manufacturer's warranty on equipment or parts thereof exceeds the defect liability period, the guarantee period on such equipment or parts thereof shall be extended to include the full warranty of the manufacturer. The Contractor shall repair or replace such defective materials, equipment or workmanship for the construction of building to the full satisfaction of the Owner within the stipulated period without cost to the **Owner**.

56) WORK

The term "Work" means the Construction of Toilet and Staircase at Yogoda Satsanga Mahavidyalaya (including carrying out Civil, Electrical, and Plumbing works) and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the project .

TECHNICAL SPECIFICATIONS

Sr No	Category	Item	Manufacturer 1	Manufacturer 2	Manufacturer 3
1	Centering and Shuttering	Wooden Formwork	Greenply	CenturyPly	Kitply
2	Cement	OPC 43 Grade	UltraTech Cement	ACC Cement	Lafarge Cement
3	Cement	PPC	UltraTech Cement	ACC Cement	Lafarge Cement
4	Steel (TMT)	Fe500 TMT Bars	Tata Tiscon	Jindal Panther	
5	Sanitary	Wash Basins	Hindware	Jaquar	
6	Sanitary	Faucets	Kohler	Jaquar	
7	Plumbing	PVC Pipes	Supreme Industries	Finolex Pipes	Astral Pipes
8	Flooring	Vitrified Tiles	Kajaria	Somany Ceramics	Nitco
9	Flooring	Wooden Flooring	Pergo	Greenlam	Action TESA
10	Glass and Glazing	Toughened Glass	Saint-Gobain	Asahi India Glass (AIS)	
11	Roofing	Roofing Sheets	Tata Bluescope	JSW Steel	Everest Industries
12	Adhesive/Sealants	Waterproof Adhesives	Pidilite (Fevicol)	Dr. Fixit	Weber Saint-Gobain
13	Waterproofing	Coatings	Dr. Fixit	Fosroc	Sika
14	Kitchen Fixtures	Modular Kitchens	Godrej Interio	Hettich	
15	Lighting Solutions	LED Lights	Philips	Havells	
16	Woodwork	Plywood	CenturyPly	Greenply	
17	Locks & Hardware	Door Locks	Godrej	Yale	Dorset
18	Ceiling Materials	False Ceilings	Saint-Gobain (Gyproc)	Armstrong Ceilings	
19	Modular Furniture	Office Furniture	Godrej Interio	Featherlite	Urban Ladder
20	Wall Cladding	Exterior Cladding	FunderMax	Greenlam Clads	
21	Curtains & Blinds	Roller Blinds	Hunter Douglas	Vista	
22	Miscellaneous	Cement Boards	Everest Industries	Visaka Industries	HIL Ltd.
23	Miscellaneous	Waterproof Membranes	Fosroc	Dr. Fixit	
24	Miscellaneous	Adhesive Flooring	Weber Saint-Gobain	Pidilite	Laticrete
25	HVAC	Air Conditioners	Voltas	Blue Star	Daikin
26	Doors/Windows	UPVC Frames	Fenesta	NCL Wintech	
27	Material for Truss	Truss	Tata Steel	JSW Steel	SAIL (Steel Authority of India)
28	Material for Truss	Section Type	Apollo Tubes	Jindal Steel & Power	
29	Material for Truss	Fasteners	LPS Fasteners	Unbrako	Hilti
30	Material for Truss	Coating	Tata Galvano	JSW Galvos	Everest Galvanized
31	Material for Truss	Roofing Sheet Material	Tata Bluescope Steel	Everest Industries	HIL Limited
32	Material for Truss	Paint/Surface Protection	Asian Paints	Berger Paints	AkzoNobel
33	Material for Truss	Load Specifications	-	-	-
34	Material for Truss	Welding Electrodes	Ador Welding	ESAB India	Weldstar
35	Material for Truss	Purlins (Supporting Members)	Tata Structura	JSW Steel	Jindal Steel & Power

BILL OF QUANTITIES

Kindly refer attached PDF sheet

DRAWINGS PREPARED BY THE ARCHITECT

Kindly refer attached PDF sheet

APPENDIX-I

INTEGRITY DECLARATION

(On the letter head of the company by the authorized person)

Re: Construction of Toilet and Staircase at Yogoda Satsanga Mahavidyalaya (including carrying out Civil, Electrical, and Plumbing works) at Jagganathpur, Dhurwa, Ranchi.

Sir,

I hereby declare that I shall maintain complete devotion and integrity in my work and shall not divulge any information gathered during the course of work with any person / entity. I further undertake that I shall maintain complete secrecy w.r.t. any confidential and / or intellectual information so gathered w.r.t. the design, construction, etc. and that I shall at all times ensure that the same is also maintained by my colleagues, employees, etc.

I further declare and undertake that if any of my information is found to be false and / or misleading or if my conduct is illegal or if I deal in any illegal manner or if I violate any declarations so given by me, apart from termination of the contract and claiming damages, the Owner / Architect will be competent to initiate civil and criminal proceedings against me.

I further declare that I am not disqualified from applying for the bid and I will not undertake nor promote any illegal activities.

I further declare that this Declaration shall be binding upon me at all times even after completion of the project / work and after receipt of full payments by me.

Yours faithfully,

(Signature of the bidder with rubber stamp)

Place_____

Date _____

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

_____ -

APPENDIX II

(On the letter head of the company by the authorized person)

ACCEPTANCE OF TENDER CONDITIONS

Re: Construction of Toilet and Staircase at Yogoda Satsanga Mahavidyalaya (including carrying out Civil, Electrical, and Plumbing works)” at Jagganathpur, Dhurwa, Ranchi

Sir,

This has reference to above referred tender.

I/We are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.

I/we are eligible to submit the tender for the subject tender and I/We are in possession of all the documents required.

I / We have myself examined the site conditions and the details prior to submission of the tender and I / We will not in any way make any claim thereof.

I/We have viewed and read the terms and conditions of this NIT and all its conditions carefully and fully understood the same. I/We have downloaded all the documents forming part of the tender.

I/We have submitted the mandatory documents as per Notice Inviting Tender AND I/We agree to pay the cost of tender document, EMD, , etc. and further abide by the directions of the Owner / Architect.

Upon acceptance of this tender, I/We agree to abide by and fulfill all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof, to forfeit and pay to Owner, or its successors

or its authorized nominees such sums of money as are stipulated in the notice inviting tenders and tender documents.

If I/We fail to commence the work within 10 days of the date of issue of Letter of Intent and / or I/We fail to sign the agreement as per Contract and/or I/we fail to submit the same, I/we agree that Owner / Architect shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent and to forfeit the EMD,

Yours faithfully,

(Signature of the bidder with rubber stamp)

Dated _____

APPENDIX III

AFFIDAVIT

**(To be submitted by bidder on non-judicial stamp paper of Rs. 100/-
(Rupees Hundred only) duly affidavited by Notary Public)**

Affidavit of Mr.S/o

R/o

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s
.....

Having its Head Office/Regd. Office at
.....

2. That the information/documents/Experience certificates submitted by
M/s..... along with the tender for
(Name of work)..... to Yogoda Satsanga Mahavidyalaya are genuine and
true and nothing has been concealed.

3. I shall have no objection in case Yogoda Satsanga Mahavidyalaya verifies
them from issuing authority(ies). I shall also have no objection in providing the
original copy of the document(s), in case Yogoda Satsanga Mahavidyalaya
demands so for verification.

4. I hereby confirm that in case, any document, information & / or certificate
submitted by me found to be incorrect / false / fabricated, Yogoda Satsanga
Mahavidyalaya or its Architect or representatives at its discretion may

disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.

5. I shall have no objection in case Yogoda Satsanga Mahavidyalaya verifies any or all documents under any of the clause(s) of Contract including those issued towards EMD from the office issuing Bank and I/We shall have no right or claim on my submitted EMD before Yogoda Satsanga Mahavidyalaya receives said verification.

6. That the EMD issued by(name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, Yogoda Satsanga Mahavidyalaya shall be entitled to reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.

I,, the Proprietor / Authorised signatory of M/s do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from..... and that no part of it is false.

Verified atthis.....day of

DEPONENT

APPENDIX IV

FORMAT FOR TECHNICAL BID

(On the Letterhead of the Bidder)

To,

Yogoda Satsanga Mahavidyalaya,
Jagannathpur, Dhurwa,
Ranchi - 834004.

Ref: - For “Construction of Toilet and Staircase at Yogoda Satsanga Mahavidyalaya (including carrying out Civil, Electrical, and Plumbing works)” at Jagganathpur, Dhurwa, Ranchi

Details of the Organisation: (Please attach self certified copies of documents)

1. Name of the Firm / Company / Individual:
2. Legal status: Individual/Proprietary firm/ Limited Liability Partnership/Limited Company/Pvt. Ltd. Company
3. Description: Please specify the field of services
4. Address
5. Office Address /Telephone No / Fax No / email id / website:
6. Details of registration with a Govt. Department
7. Has the applicant or any constituent partner ever abandoned a work?
8. Experience of similar nature with copies of work order/ photographs etc.
9. Details of the registration with Government statutory bodies viz. EPFO, ESIC, GST, income tax etc.

We certify that we have never abandoned any work assigned/ awarded to us.
We/ our partners have not been blacklisted or debarred by any department.

Signature _____

Full name of the person: _____

Designation: _____

Note :An affidavit certifying the correctness of all information given should be submitted with the above form.

APPENDIX V

FORMAT FOR FINANCIAL BID (To be enclosed in the Price bid)

(On the Letterhead of the Bidder)

To,
Yogoda Satsanga Mahavidyalaya,
Jagannathpur, Dhurwa,
Ranchi - 834004.

Ref: - For “Construction of Toilet and Staircase at Yogoda Satsanga Mahavidyalaya (including carrying out Civil, Electrical, and Plumbing works)” at Jagganathpur, Dhurwa, Ranchi

We are pleased to quote the amount for the work to be undertaken as per our technical

Bid as follow:

Rs. (Rupees(in words) Inclusive of all taxes and charges.
We have reviewed all the terms and conditions of the “NIT” and confirm that, we will abide by all the terms and conditions. We hereby declare that there shall be no deviations from the stated terms in the NIT. We further declare that, any State Government, Central Government or any other Government or Quasi Government Agency has not barred us from participating in any Bid.
We will abide by our offer/quote and terms condition of the NIT, if we are selected as the Successful Bidder/ Contractor.

Sincerely,

Name: _____
Address: _____
Phone no. _____
Mobile No. _____
Email-id: _____

**Signature of the applicant
with Seal/Stamp**

APPENDIX VI

FORMAT FOR COVERING LETTER-CUM- ASSIGNMENT UNDERTAKING

(On the Letterhead of the Bidder)

To,

Yogoda Satsanga Mahavidyalaya,
Jagannathpur, Dhurwa,
Ranchi - 834004.

Ref: - For Construction of Toilet and Staircase at Yogoda Satsanga Mahavidyalaya (including carrying out Civil, Electrical, and Plumbing works)” at Jagganathpur, Dhurwa, Ranchi

Sir,

We have read and understood the Notice Inviting Tender (NIT).

We hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms thereof, a draft of which also forms a part of the NIT provided to us. This Proposal is valid till it is accepted / rejected by the Yogoda Satsang Mahavidyalay.

We undertake to complete the job in a time bound manner as per the agreed schedule.

Name of the Bidder

Signature of Authorised Signatory / Seal of the organisation

Name of the Authorised Signatory

Date: -

Encl.

DD for Earnest Money Deposit No.(Amount).....drawn on.....

CHECKLIST

1. Tender Documents duly signed and sealed
2. Certificate of Financial Turnover
3. Demand Draft (in separate envelope)
4. Certificates and details of work experience.
5. Details of balance work(s).
6. Bill of Quantity with GST and signature and stamp on each page.
7. Ground Floor plan and Terrace plan duly signed and stamped.
8. Integrity Declaration(Appendix I)
9. Letter of Acceptance (Appendix II)
- 10.Affidavit (Appendix III)
- 11.Technical Bid (Appendix IV)
- 12.Financial Bid (Appendix V) (To be enclosed in the price bid)
- 13.Covering Letter cum Assignment (Appendix VI)
- 14.Signature on each page of all document and NIT.

Principal/ Professor In-charge