

INDIAN INSTITUTE OF TECHNOLOGY PATNA

Name of Work:-‘Construction of Compost Pit, Shredding platform, Sieving Machine cum Bagging platform, Dry waste platform at IIT Patna’.

October-2020

TENDER DOCUMENT

INDIAN INSTITUTE OF TECHNOLOGY, PATNA
Bihta, Patna-801106 (Bihar)

INDEX

Name of Work :- Construction of Compost Pit, Shredding platform, Sieving Machine cum Bagging platform, Dry waste platform at IIT Patna.

Sr. No.	Contents	Page No
1	Notice Inviting e-Tender	3 - 4
2	Instructions for online bid Submission	5 - 7
3	Information and Instructions for bidders	7 - 9
4	Eligibility Criteria	10 - 11
5	List of Documents to be attached along with Technical Bid	11
6	General Terms and condition	11 - 12
7	List of Approved makes	13
8	Technical Specifications	13
9	SPECIAL TERMS & CONDITIONS	14 - 15
10	Special Conditions and safety at the work side	16 - 17
11	Annexure 1 to 6	18 - 23
12	Drawings	24 - 26

INDIAN INSTITUTE OF TECHNOLOGY, PATNA

Bihta, Patna-801106 (Bihar)

1. Notice Inviting e-Tender

The Registrar, Indian Institute of Technology Patna, invites E- tenders percentage rate on prescribed tender documents under two bid system (Technical Bid and Price Bid) for the work of '**Construction of Compost Pit, Shredding platform, Sieving Machine cum Bagging platform, Dry waste platform at IIT Patna**' from the reputed, resourceful and experienced Firms/ Contractors who have executed similar nature works in any Central / State Government /PSU and who fulfill other eligibility criteria of Tender Document. Tender notice available on www.eprocure.gov.in/eprocure/app, www.iitp.ac.in.

a)	Bidding Document No.	IITP/IWD/RS/05/2020 dated 01.09.2020
b)	Name of Work	Construction of Compost Pit, Shredding platform, Sieving Machine cum Bagging platform, Dry waste platform at IIT Patna.
c)	Estimated cost put to the Tender	Rs. 6,31,000/- (Rupees Six lacs Thirty one thousand only).
d)	Period for completion	5 Months
e)	Cost of Tender document.	NIL
f)	Earnest Money Deposit (EMD)	Earnest money Deposit (EMD) of Rs.12,620/- (twelve thousand six hundred twenty only)to be deposited in the institute's account through SBI i-collect and the receipt of submission is to be uploaded along other technical bid documents. For details regarding submission of EMD, the webpage with following link may be visited: https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=595859 Alternatively, the bidders may provide an unconditional bank guarantee of Rs. 12,620/- valid for 6 months from the last date of bid submission in the format provided in Annexure-II or Fixed Deposit Receipt endorsed in favor of IIT Patna.
g)	Bid Submission Start Date and Time	09.00 hrs. on 29.10.2020

h)	Bid Submission End Date and Time	15.00 hrs. on 18.11.2020
i)	Date and Time for Opening of Bids (Technical Bid)	15.30 hrs. on 19.11.2020
j)	Financial bid Opening	To be intimated later on.
k)	Defect Liability period	Six Months from the date of completion.
l)	Validity of Offer	180 Days from the date of opening of price bid
J)	Address for Communication	Executive Engineer, Civil (Institute Works Department) Indian Institute of Technology Patna, Kanpa Road, Bihta, Patna-801106 Ph:- 0612-3028005 E-mail:- dnjha@iitp.ac.in

The tender document can be downloaded from website. Corrigendum, if any would appear on the www.eprocure.gov.in/eprocure/app and IIT Patna website. IIT Patna reserves the right to reject any or all the tenders in part or full without assigning any reasons thereof.

2. INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in

which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the BG/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

3. Information and instructions for Bidder

INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e- TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE

- a. Information and instructions for Contractors will form part of NIT and to be uploaded on www.tenderwizard.com/IITPATNA website.
- b. The bid document consisting of scope of works and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <http://www.eprocure.gov.in/eprocure/app>. But the bid can only be submitted after uploading the mandatory scanned documents such as EMD and other documents as per tender document.
- c. The Draft information and instructions to Contractors may be modified suitably by NIT approving authority as per requirement.
- d. The bidder must ensure to quote rate for each item separately in the specified column. If any column of rate against any item remains left blank by the bidder, it shall be treated that the bidder has quoted nil rate for that and the item will be executed by the bidder free of cost.
- e. IIT Patna shall not be responsible for non-receipt bid due to internet issues or any other reasons.
- f. The work is estimated to cost Rs.6,31,000/-. This estimate however, is given merely as a rough guide.
- g. Tender documents consisting of specifications, schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied

with by the contractor whose tender may be accepted and other necessary documents can be seen on website <http://www.eprocure.gov.in/eprocure/app>.

- h. The information and instructions for tenderers / bidders posted on the web-site shall form part of bid/tender documents.
- i. The bid can only be submitted after scanning and uploading the mandatory details within the period of tender submission as per critical data sheet.
- j. Envelope containing Cost of EMD(In case of bank guarantee or FDR)(with due mention of Name of work, NIT No, Date & time of opening of bids) to be submitted in HOD(IWD) Office or in IWD Tender Box placed at Ground floor, Admin Block(Left Wing). The documents submitted shall be opened as per scheduled time mentioned.
- k. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit (EMD) placed are found in order.
- l. IITP will deduct a sum at the rate of 5% of the gross amount of each running bill of the contractor as security deposit(total 10% including 5% performance security). Security deposit shall be refunded after six month of defects liability period.
- m. The successful bidder have to submit a performance guarantee (P.G.) of 5% of the tender amount within 10 days from the date of issue or letter of Acceptance(LOA). The guarantee shall be in the form of DD/BG/FDR of any schedule bank in favour of Registrar, IIT Patna, payable at Patna.
- n. There shall be defect liability period of Six month from date of successful completion/handover. During defect liability period, contractor has to rectify/replace defected items.
- o. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
- p. The competent authority does not bind itself to accept the lowest or any other tender and reserves the right to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

- q. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- r. Tender for the works shall remain open for acceptance for a period of One hundred eighty days (180) from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Institute, then the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further the tender shall not be allowed to participate in the re-tendering process of work.
- s. In case the contractor fails to commence the work specified in the tender documents on 7th day or such time as may be mentioned in the letter of award or from the date of handing over the site wherever is later, the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the earnest money absolutely.
- t. The time allowed for carrying out the work is 5 months from the day after the date of written orders to commence the work or from the first day of handing over the site, whichever is later.
- u. The bidders may contact to AE (Civil), IWD, IIT Patna (Ph:- 0612-3028008) for any clarification during the office hrs.
- v. The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents mentioned in the bid document should and must be uploaded. The Bids sent through FAX, E-mail, by hand and/or by post shall not be accepted/ processed in any case.
- w. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time. The IITP reserves the right to accept or reject any or all the tenders.
- x. Conditional tenders will be summarily rejected.

4. Eligibility Criteria:

Contractors/ vendors who fulfill the following requirements shall be eligible to apply. The joint ventures are not accepted.

- a) Experience of having completed/substantially completed during the last 5 years following 'similar works' ending last day of the month previous to the one in which applications invited:

Three *similar completed works costing not less than the amount equal to 40% of the estimated cost.

OR

Two *similar completed works costing not less than the amount equal to 60% of the estimated cost

OR

One *similar completed work costing not less than the amount equal to 80% of the estimated cost.

AND

One work of any nature (either part of (i) or a separate one) costing not less than the amount equal to 40% of the Estimated cost put to tender with some Central/State Government Organization/Central Autonomous Body/Central Public Sector undertakings.

- The "Similar work" shall mean 'Civil work'
- A Completion certificate from Client along with copy of Award letter/ Work Orders/BOQ must be submitted by the bidder.

b) The bidder should not have incurred loss (profit after tax should be positive) in more than two years during last five financial years ending 31st March 2019, duly audited and certified by the Chartered Accountant.

c) Should have average annual financial turnover on works amounting at least 30% of the estimated cost of the work during the last three consecutive financial years ending on 31.03.19 duly certified by a Chartered Accountant.

d) Should have valid PAN (Permanent Account Number of Income Tax) & Service Tax Registration no. Copies of documentary evidence to be submitted.

e) It is desirable that the bidder should have valid PF Registration No. & GST registration (If required), ESI, Income tax clearance certificate. In case, the bidders do not have PF Registration No. & GST registration the same shall be obtained if required by successful bidder within one month from the date of LOI or before release of First RA Bill.

f) Provisions for Startups (as defined in gazette notification No. D.L-33004/99 dated 18.02.2016 and 23.05.2017 of Ministry of Commerce and Industry and as amended from time to time).

5) List of Documents to be uploaded along with technical bid :

- a) Scanned copy of printout of EMD submission, Bank Guarantee or exemption certificate, if any.
- b) Scanned copy of Experience certificates as defined in Para1.
- c) Scanned copy of GST No and Scanned copy of Pan Card.
- d) Scanned copy of Audited Annual Accounts for Financial Years 2016-17, 2017-18 and 2018-19. Average Annual Turnover for last three financial years i.e. -17, 2017-18 and 2018-19
- e) Scanned copy of EPF & ESI Registration Certificate (If applicable).
- f) Scanned copy of Annexure- I to V.

Note: - Technical Bid will be evaluated along with above mentioned documents/credential

6) General terms and Conditions

- 1) No interest will be payable by the IITP on the Earnest Money Deposit. The earnest money of all the unsuccessful tenderers will be returned to them at the earliest.
- 2) Engaged manpower should not be paid less than minimum wages and allowances notified by Govt. time to time. Wage payment details of engaged manpower should be furnished to IITP when asked. Agency must follow the all labour relevant act and regulation.
- 3) At any stage, if it is opined by IIT Authority that the agency is not performing satisfactorily as per system requirement, IIT reverses right to terminate the contract as deemed fit after giving 7 days notice. In such a situation, IIT may engage another agency on contractor's Risk and Cost. The security deposit of the agency will be forfeited by the Institute, if agency leaves the contract before contract ending period or non-completion of the full contract.
- 4) All safety measures will be the responsibility of agency at their own cost. The agency will be solely held responsible for any accident occurring due to non-compliances of safety measures.
- 5) Copies of drawings and SLD pertaining to the work can be seen by the bidders at office of the HOD (IWD), IIT Patna if available.
- 6) IITP reserves the right to reject any tender/bid wholly or partly without assigning any reason.
- 7) IITP shall have the right to verify the particulars furnished by the bidder independently.
- 8) Additional conditions specifications, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- 9) The bid submitted shall become invalid and cost of bid shall not be refunded if:
 - (i) The bidder is found ineligible.

- (ii) The bidder have not submitted taxation authorities registration certificate and labour law registration certificate such as service tax/ GST/CST /ESIC/EPF etc. as stipulated in the bid Document. (If applicable)
- 10)** The acceptance of a tender will rest with the Competent Authority IIT Patna who does not bind him to accept the lowest tender and reserves to himself the, authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in all respects are liable to be rejected.
- 11)** The rates quoted against work should be for the complete finished item of Work and include all labour, material, taxes, overhead, duties, cess, insurance etc. Sales tax or any other tax in respect of this Contract shall be payable by the contractor and IITP will not entertain any claim whatsoever in this respect. So the rates are to be quoted are inclusive of all taxes.

7) LIST OF APPROVED MAKES.

1.	Cement	<ul style="list-style-type: none">• Ultratech• ACC• Ambuja• Birla gold
2.	MS tube/pipe And Reinforcement	<ul style="list-style-type: none">• Sail• TATA• Jindal• Shyam
3.	All other materials	<ul style="list-style-type: none">• Make and sample to be approved by Engineer in charge before use of work.

8) TECHNICAL SPECIFICATION.

- 1) Work has to be carried out as per the attached drawing in annexure – VI and as per direction of Engineer in charge if any in writing.
- 2) All the work has to be carried out as per CPWD specifications / IS code only.

9) SPECIAL TERMS & CONDITIONS

1. Rates quoted in the financial bid must be inclusive of all central, state, local taxes, insurances, levy, cess, transportation & accommodation charge etc. including trade tax on works contract and GST applicable. Rate are also inclusive of payment to the Labour Department in accordance with the prevailing Labour law, including all statutory liability fixed by the Labour commissioner or any other law enforcement agency.
2. Agency shall be solely responsible for payment of wages/salaries and allowances to their personnel as per the rules or act applicable under government order. All central, state, local laws & bye laws applicable will be obeyed by the agency.
3. Without taking prior approval from the IITP/Engineer-in -charge, no fittings/materials will be removed for the purpose of repairs/replacement.
4. The agency shall further keep the IITP/Engineer-in-charge indemnified against any loss to the IITP property and assets. The IITP shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the agency under this contract.
5. The agency shall ensure that the persons so deployed do not allow any property of the IITP related to Equipment's to be taken out of the premises without a Gate Pass signed by the designated officials of the IITP.
6. The agency shall at his own cost, if required, take necessary insurance cover (workman compensation) in respect of the aforesaid services rendered to IIT Patna and The agency shall comply with the statutory provisions of Contract Labor (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; and/or any other rules/regulations and/or statutes that may be applicable to them. The agency shall indemnify the Institute against all claims which may be made upon the Institute whether under the aforesaid statutes or any other statute in force during the currency of this contract.
7. Agency shall deploy his persons in such a way that they get weekly rest. The working hours / leave, for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The agency shall arrange to provide reliever equally qualified in case of absence/leave/off etc. The agency shall in all dealings with the persons in his employment have due regards to all recognized festivals, days of rest and religious or other customs. In the event of the agency committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the IIT Patna, a sum as may be claimed by IIT Patna.
8. Agency shall keep the IIT Patna indemnified against all claims whatsoever in respect of the employees deployed by the agency, in case any employee of the agency so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the agency to contest the same. In case IIT Patna is made party and is supposed to contest the case, the IIT Patna will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses, which shall be paid in advance by the agency to IIT Patna on demand. Further, the agency shall ensure that no financial or any other liability comes on IIT Patna in this respect of any nature whatsoever and shall keep IIT Patna indemnified in this respect.
9. No accommodation facility will be provided by the IIT Patna.
10. Income tax/ other applicable taxes if any will be deducted at source as per the rules in force

from the bill and the amount so deducted will be credited to the Income tax/concerned authority and a certificate of the amount credit will be issued by the Account Section of Institute.

11. Institute reserve the right to curtail or enhance the scope of work either by deletion of certain items entirely or by reducing/increasing the quantities of certain items as required and reviewed by the Institute from time to time and therefore, the final value of the work shall be worked out and paid to the extent of work actually carried out.
12. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to the sole arbitration by the Director, IIT Patna & his decision will be final and binding.
13. IIT Patna shall not be responsible for any expense incurred by bidders in connection with the preparation & submission of their bids, site visit and other expenses incurred during bidding process.
14. The Arbitrator may give interim awards and/or directions, as may be required, Subject to the aforesaid provisions the Arbitrator & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.
15. Bidder should not be under liquidation, court receivership or similar proceeding and shall submit certificate for the same.
16. **Penalty Clauses:** If work is not carried out as per schedule, a penalty will be imposed @ 0.5% per week subject to the maximum of 10 % of total bill value.
17. **Force Majeure:-**
 - a) Notwithstanding the provisions stated above, failure to provide the services by agency shall not be liable for forfeiture of its security or penalty & not be constructed as breach of contract at an event of force majeure.
 - b) For purposes of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency/service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the service provider either in its sovereign or contractual capacity, wars or revolutions fires, floods.
 - c) If a Force Majeure situation arises, the agency/ service provider shall promptly notify the Engineer In-Charge in writing of such conditions and the cause thereof. Unless otherwise directed by the employer in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
18. **Theft of Parts:** - Agency shall be fully responsible for theft, burglary, fire or any mischievous deeds by his workers/staff and shall replace the items under such category. Any loss occurred due to negligence will be recovered from the agency.
19. **JURISDICTION:** Disputes of any nature that may be arise in connection with the execution of this order shall be governed by the laws of India and subject to the jurisdiction of courts situated in Patna, India only.

10) Special condition for Safety at the Work Site

The contractor will identify one of the supervisors for taking care of implementation of Safety systems.

The Contractor should follow the following General Guidelines governing the safety rules as laid down under:

1. Nobody is allowed to work without wearing safety helmet. Chinstrap of safety helmet shall be always on. Drivers, helpers and operators are no exception.
2. No one is allowed to work at or more than three meters height without wearing safety belt and anchoring the lanyard of safety belt to firm support preferably at shoulder level.
3. No one is allowed to work without adequate foot protection.
4. Usage of eye protection equipment shall be ensured when workmen are engaged for grinding, chipping, welding and gas-cutting. For other jobs as and when site safety co-ordinator insists eye protection has to be provided.
5. All safety appliances like Safety shoes, Safety gloves, Safety helmet, Safety belt, Safety goggles etc. shall be arranged before starting the job.
6. All excavated pits shall be barricaded & barricading to be maintained till the backfilling is done. Safe approach to be ensured into every excavation.
7. Adequate illumination at workplace shall be ensured before starting the job at night.
8. All the dangerous moving parts of the portable / fixed machinery being used shall be adequately guarded.
9. Ladders being used at site shall be adequately secured at bottom and top. Ladders shall not be used as work platforms.
10. Material shall not be thrown from the height. If required, the area shall be barricaded and one person shall be posted outside the barricading for preventing the tre-passers from entering the area.
11. Other than electricians no one is allowed to carry out electrical connections, repairs on electrical equipment or other jobs related thereto.
12. All electrical connections shall be made using 3 or 5 core cables, having a earth wire.
13. Inserting of bare wires for tapping the power from electrical sockets is completely prohibited.
14. A tools and tackles inspection register must be maintained and updated regularly.
15. Debris, scrap and other materials to be cleared from time to time from the workplace and at the time of closing of work every day.
16. All the unsafe conditions, unsafe acts identified by contractors, reported by site supervisors and / or safety personnel to be corrected on priority basis.
17. No children shall be allowed to enter the workplace.

18. All the lifting tools and tackles shall be stored properly when not in use.
19. Clamps shall be used on Return cables to ensure proper earthing for welding works.
20. Return cables shall be used for earthing.
21. All the pressure gauges used in gas cutting apparatus shall be in good working condition.
22. Proper eye washing facilities shall be made in areas where chemicals are handled.
23. Connectors and hose clamps are used for making welding hose connections.
24. All underground cables for supplying construction power shall be routed using conduit pipes.
25. Spill trays shall be used to contain the oil spills while transferring / storing them.
26. Tapping of power by cutting electric cables in between must be avoided. Proper junction boxes must be used.
27. Standard operating procedure (SOP's) for construction has to be full filled as per government norms & guidelines for containment of spread of COVID-19. Expenditure on this is to be included in the cost.

Registrar
IIT Patna

ANNEXURE - I

IDMENNITY BOND

(On Non- Judicial Stamp Paper of Rs. 100/-)

Know all men by these presents that I/We do hereby execute Indemnity Bond in favor of the IITP on this _____ day of _____ 2018.

WHEREAS, IIT Patna, Registrar has appointed as the contractors for proposed work at IIT Patna.

THIS DEED WITNESS AS FOLLOWS:

I/We hereby do Indemnify and save harmless IIT Patna, Registrar against any third party claims, civil or criminal complaints/liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing /executed works by me/us.

Any damages and loss or expense due to or resulting from any negligence or breach of duty on the part of me/us or my sub contractors if any, servants or agents.

Any claim by an employee of mine/ours or of sub contractors if any, under the workmen's Compensation Act and Owners liability Act 1939 or any other law, rules and regulations in force for the time being and any acts replacing and/or amending the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of land and in the course of execution of the contract work and/or arising out of and in the course of employment of any workman/employee.

Any act or omission of mine/ours or sub-contractors if any, our/their servants or agents which may involve any loss, damage, liability, civil or criminal action.

IN WITNESS WHEREOF THE has set his/their hand on this day _____ of _____ 2018.

SIGNED AND DELIVERED BY THE

NAME AND ADDRESS

AFORESAID _____

Contractor

IN THE PRESENCE OF WITNESSES:

1.

2.

ANNEXURE - II

PROFORMA FOR BANK GUARANTEE AS EARNEST MONEY DEPOSIT (EMD) (TO BE STAMPED IN ACCORDANCE WITH STAMP ACT, IF ANY, OF THE COUNTRY OF THE ISSUING BANK)

Ref. Bank Guarantee No.
Date:

Dear Sir,

We refer to the Tender No. : Dated: for the supply of

By this Bank Guarantee, we, the undersigned,a Bank (or Company) organized under the laws of and having its Branch office at and registered / principal office at do hereby irrevocably guarantee payment to you an amount of Rs. Until dated:

We undertake to make payment under this Bank Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Bidder to be in default and without cavil or argument any sum or sums within the above named limits, without you need to prove or show grounds or reasons for your demand and without the right of the bidder to dispute or question such demand.

Our liability under this Bank Guarantee shall be to pay you the sum so requested or the amount then guaranteed hereunder whichever is less in respect of any demand duly made hereunder prior to expiry of the Bank Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

The above Guarantee is issued subject to the condition that the Bank's liability is restricted to the amount mentioned above and in the said Guarantee. Our Guarantee shall remain in force till the expiry date. Unless a demand or claim under the guarantee is made on the Bank in writing and delivered to the bank on or before the Expiry date/Claim Expiry Date, the Bank shall be discharged from all liability under the said guarantee thereafter. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Yours truly,
Name of the Bank
Authorized Signature
Signature of Witness.
Signature of Witness.
Name.....
Address.....

Note:

1. The non-judicial stamp papers of appropriate value shall be purchased in the name of the Bank who issues the Bank Guarantee.
2. EMD is to be provided by the bidder in the form of a Bank Guarantee which should be issued by a Public Sector Bank.

ANNEXURE - III

TENDER ACCEPTANCE LETTER

(On Company / firm's Letterhead)

To, Date:
The Registrar
I.I.T. Patna,
Bihta, Patna – 801106.

Sir,

Ref: Tender No. IITP/IWD/RS/05 /2020 for “Construction of Compost Pit, Shredding platform, Sieving Machine cum Bagging platform, Dry waste platform at IIT Patna’.

I/we have carefully gone through the Terms & Conditions as mentioned in the above referred Tender document as per your advertisement, given in the abovementioned website(s).

1. I/we declare that all the provisions of this Tender are unconditionally acceptable to my company. I /we further certify that I'm an authorized signatory of my company and am, therefore, competent to make this declaration.
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), schedules(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 /organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I/we certify that all information furnished by the our Firm is true and correct and if at any stage, it has been found that the agency has furnished any wrong declaration / forged documents, the Competent Authority of IIT Patna may terminate contract with immediate effect without assigning any reason there of and suitable legal action should be taken against the agency which may include blacklisting / debarment from participating in any tender of IIT Patna for the period, approved by the competent authority.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE - IV

DECLARATION OF ANNUAL TURNOVER (Balance Sheet) (On Company / firm's Letterhead)

Date:

To,

The Registrar

I.I.T. Patna,

Bihta, Patna – 801106.

Sir,

Ref: Tender No. IITP/IWD/RS/05/2020 for “Construction of Compost Pit, Shredding platform, Sieving Machine cum Bagging platform, Dry waste platform”.

1) I/we hereby declare that, our firm's Annual Turnover as follows, and I/we have also supported an Audited Accounts for your references:

F. Y. 2016– 17	
F. Y. 2017 – 18	
F. Y. 2018 – 19	

Yours faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE - V

BANK DETAILS OF THE FIRM

Name of the Firm :

Registered /Postal Address :

1.	Permanent Account Number (PAN) No	
2.	GST Registration No. if applicable	
3.	BANK DETAILS:	
a.	Bank Name	
b.	Branch Address	
c.	Account No	
d.	Type of Account (Current/Savings)	
e.	MICR No.	
f.	IFSC Code	

Date: Name of the Authorized Signatory

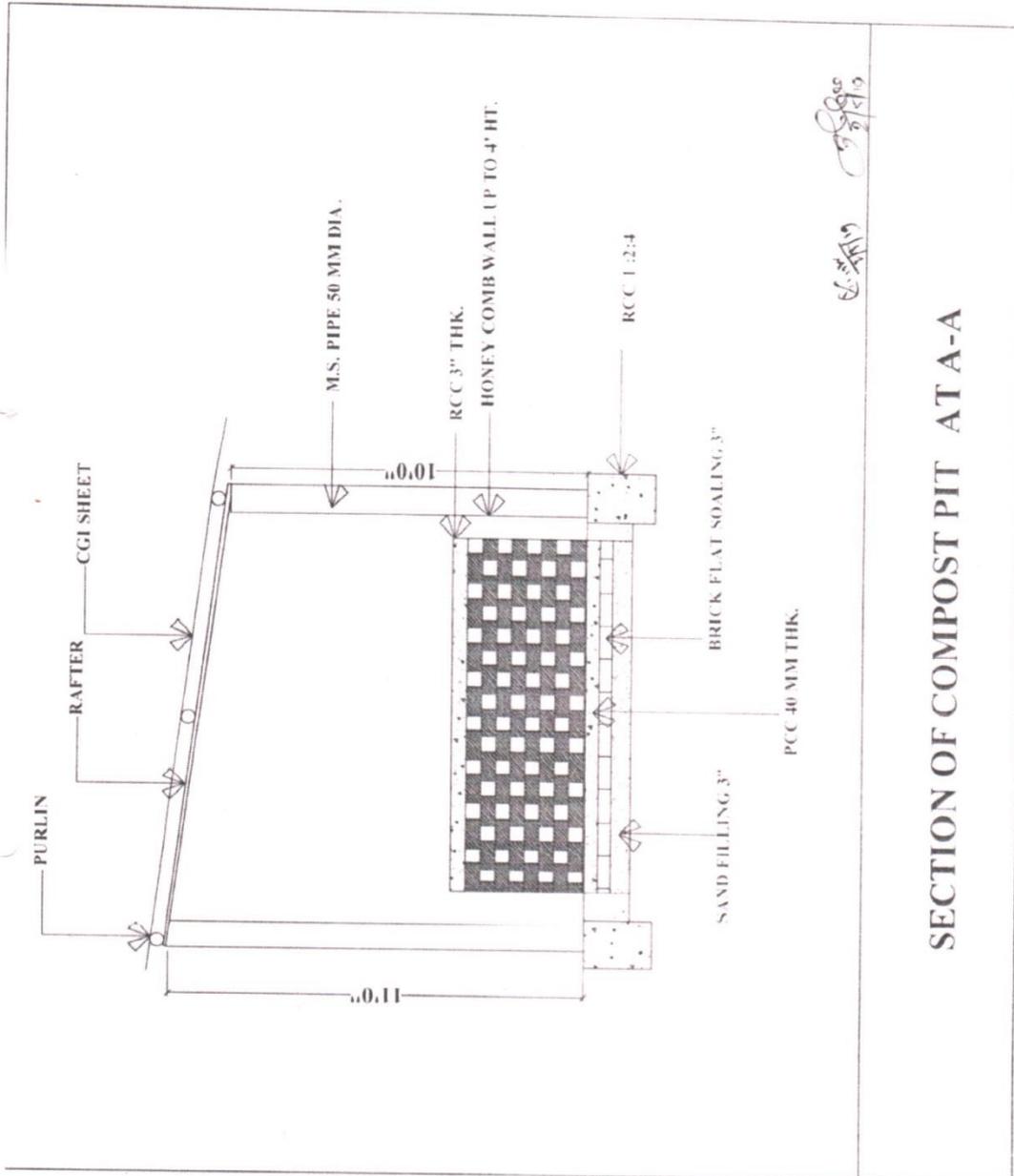
Place: Stamp & Signature

ANNEXURE – VI

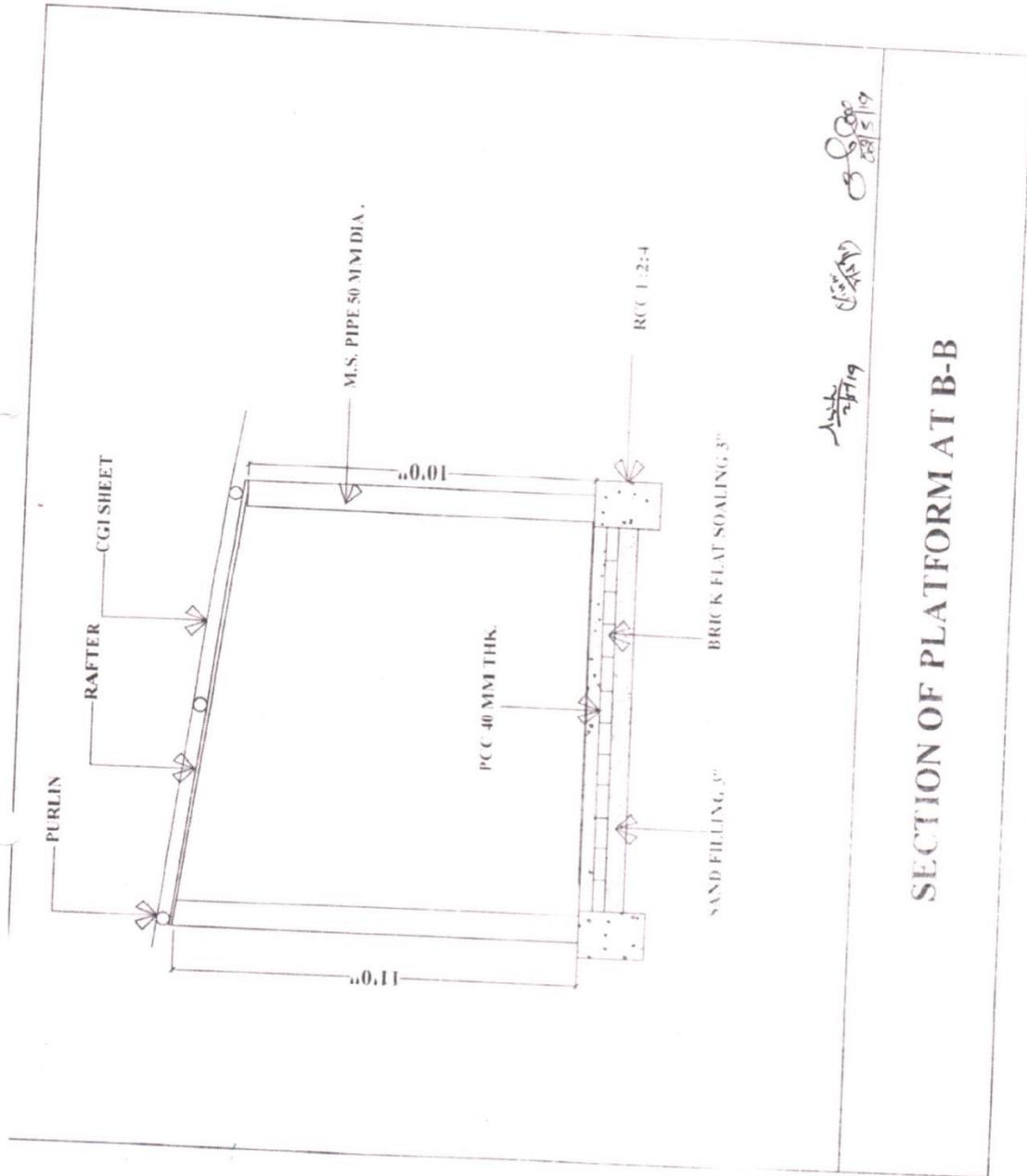
List of Drawings:-

- 1) Plan of the unit consist of 20 numbers of Compost Pit, Sieving Machine platform, shredding machine platform, dry waste platform, etc.,
- 2) Section of platform at BB showing line diagram of shade and floor.
- 3) Section of Compost Pit at AA showing the line detail of roof, wall and floor.

12) Drawings

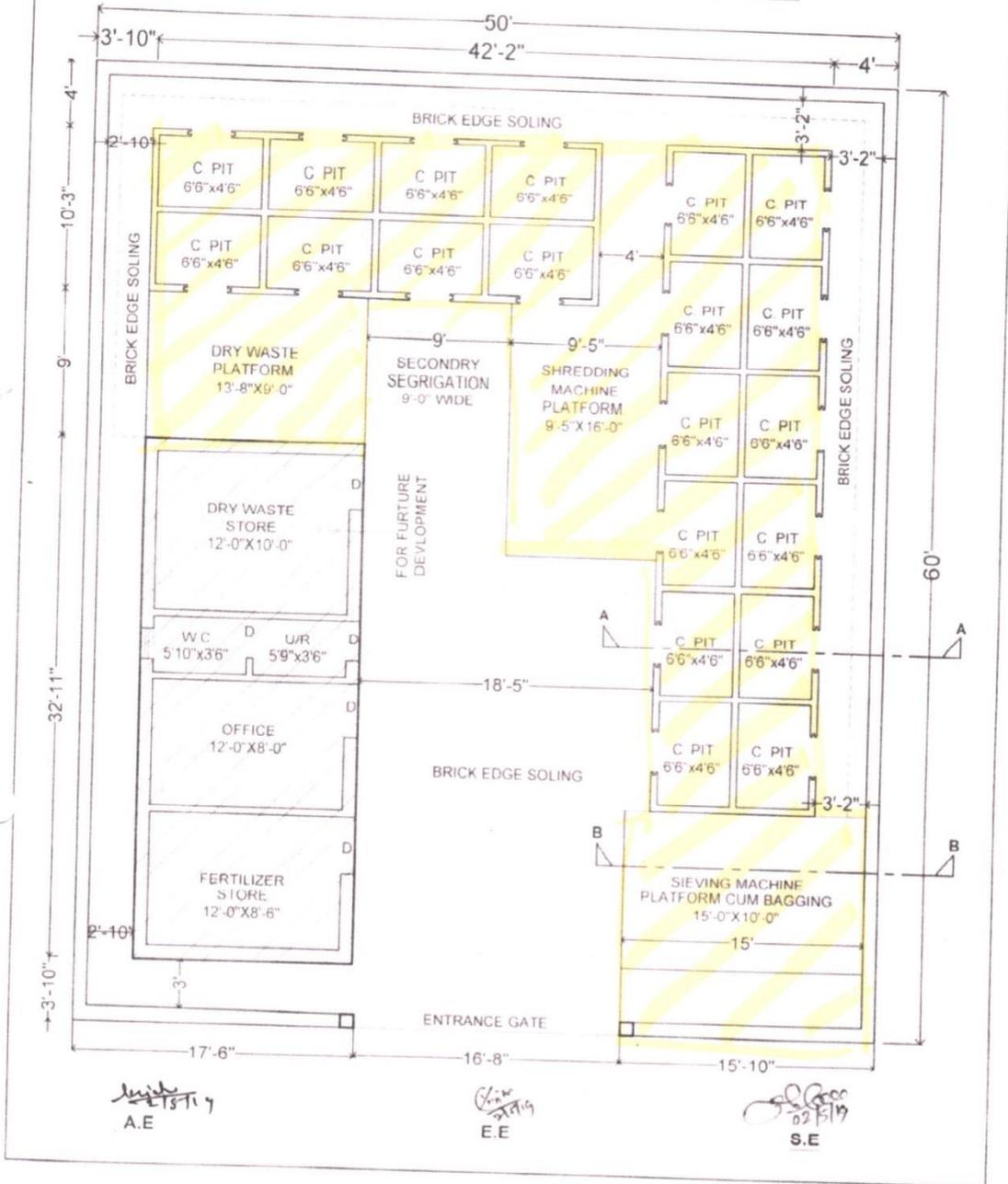


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CONSTRUCTION OF COMPOST PIT, STORE ROOM
OFFICE ROOM & THREE NO. OF PLATFORM FOR BIO
FERTILIZER AND DISPOSAL OF WET AND DRY WASTE



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