

# INDIAN INSTITUTE OF TECHNOLOGY PATNA

Name of Work:-"Const. of 50mm dia. GI pipe water supply and 300mm dia. RCC NP2 pipe drainage line" for Night Canteen at Kalam Hostel of IIT Patna.

May-2023

TENDER DOCUMENT

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

# **INDEX**

Name of Work:-: "Const. of 50mm dia. GI pipe water supply and 300mm dia. RCC NP2 pipe drainage line" for Night Canteen at Kalam Hostel of IIT Patna.

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

#### 1. Notice Inviting e-Tender

The Registrar, Indian Institute of Technology Patna, invites Percentage Rate E- tender on prescribed tender documents under two bid system(Technical and Financial Bid)for the work of Const. of 50mm dia. GI pipe water supply and 300mm dia. RCC NP2 pipe drainage line" for Night Canteen at Kalam Hostel of IIT Patna from the eligible and interested bidders who are well equipped, experience, financially sound contractors/firms for the following works. Tender notice available on

www.eprocure.gov.in/eprocure/app,www.iitp.ac.in.

(a)	BiddingDocumentNo.	IITP/IWD/RS/NIT/08/2023dated 30.05.2023
b)	NameofWork	Const. of 50mm dia. GI pipe water supply and 300mm dia. RCC NP2 pipe drainage line for Night Canteen at Kalam Hostel of IIT Patna.
(c)	Estimatedcost puttotheTender	Rs.2,68,605/- (Rupees Two lakh sixty-eight thousand six hundred five only).
d)	Periodforcompletion	06 Months
e)	CostofTenderdocument.	NIL
f)	EarnestMoneyDeposit (EMD)	Earnest money Deposit (EMD) of Rs.5,372/- (Five thousand three hundred seventy two only) to be deposited in the institute's account through SBI i-collect and the receipt of submission is to be uploaded along the technical bid documents. For details regarding submission of EMD, the webpage with following link may be visited: <a href="https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=595859">https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=595859</a> The EMD shall be valid for minimum period of 180 days from the last day of submission of tender.
	BidSubmissionStartDateandTime	17.00hrs.on <del>·30.05.2023</del> 07.06.23
g)		17.00m3.0m30.003.2023 & 1 **
h)	BidSubmissionEndDateandTi me	15.00hrs.on <del>20.06.2023</del> 28.06.23

	T	
i)	DateandTimeforOpeningofBids(Tech nicalBid)	15.30hrs. on <del>21.06.2023</del> 29.06.23
j)	DefectLiabilityperiod	One Year from the date of completion.
k)	ValidityofOffer	90 Days from the date of opening of price bid
1)		IndianInstituteofTechnologyPatna,Kan paRoad,Bihta,Patna-801106Ph:- 0612- 3028005 E-mail:-dnjha@iitp.ac.in

The tender document can be downloaded from website. Corrigendum, if any would appear onthe <a href="https://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a>and IIT Patna website. IIT Patna reserves the right torejectanyorall thetendersinpartorfull withoutassigninganyreasonsthereof.

#### 2. INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, usingvalid Digital Signature Certificates. The instructions given below are meant to assist the bidders

inregisteringontheCPPPortal, preparetheirbidsinaccordancewiththerequirementsandsubmitting their bids online on theCPP Portal. Moreinformation useful for submitting online bidsontheCPPPortalmaybeobtainedat:https://eprocure.gov.in/eprocure/app

#### REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public ProcurementPortal(URL:https://eprocure.gov.in/eprocure/app)byclickingonthelink"OnlinebidderEnrollment"ontheCPPPortal whichisfreeofcharge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username andassignapasswordfortheiraccounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of theregistrationprocess. 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(ClassIII Certificateswithsigning key usage) issued by any Certifying Authority recognized by CCAIndia(e.g.Sify/nCode/eMudhraetc.), with their profile.
- 5) Only onevalidDSCshouldberegisteredbyabidder. Pleasenotethatthebidders are responsible to ensure that they do not lend theirDSC's too therswhich may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID  $\prime$  passwordandthepasswordoftheDSC/e-Token.

#### SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search activetenders 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 thebidders may combine a number ofsearch parameters such as OrganizationName, Form ofContract, Location, Date, Otherkeywordsetc. to searchfora tenderpublished on the CPPPortal.
- 2) Once the bidders have selected the tenders they are interested in, they may download therequired documents / tender schedules. These tenders can be moved to the respective 'MyTenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email incasethereisanycorrigendumissuedtothetenderdocument.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case theywanttoobtainanyclarification/helpfromtheHelpdesk.

#### PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document beforesubmittingtheirbids.
- 2) Please go through the tender advertisement and the tender document carefully to understandthe documents required to be submitted as part of the bid. Please note the number of covers inwhich the bid documents have to be submitted, the number of documents including the namesand content of each of the document that need to be submitted. Any deviations from these mayleadtorejectionofthebid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in thetender 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 reducingsizeofthescanneddocument.
- 4) To avoid the time and effort required in uploading the same set of standard documents whichare required to be submitted as a part of every bid, a provision of uploading such standarddocuments (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to thebidders. Bidders can use "My Space" or "Other Important Documents" area available to them toupload such documents. These documents may be directly submitted from the "My Space" areawhile submitting a bid, and need not be uploaded again and again. This will lead to a reduction inthetimerequiredforbidsubmissionprocess.

Note: MyDocumentsspaceis only arepositorygiven to the Bidders to easethe uploadingprocess.lfBidderhasuploadedhisDocumentsinMyDocumentsspace,thisdoesnotautomatic ally ensuretheseDocumentsbeingpartofTechnicalBid.

#### SUBMISSION OF BIDS

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- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bidin time i.e. on or before the bid submission time. Bidder will be responsible for any delay due tootherissues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated inthetender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicableandenterdetailsoftheinstrument.
- 4) Bidder should prepare the EMD (if applicable) as per the instructions specified in the tender document.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in theformat provided and no other format is acceptable. If the price bid has been given as a standardBoQformatwiththetenderdocument,thenthesameistobedownloadedandtobefilledbyallthe bidders. Bidders are required to download the BoQ file, openit and complete thewhitecoloured (unprotected) cells with their respective financial quotes and other details (such as nameofthe bidder). No other cellsshould bechanged. Once the details have beencompleted, thebidder should save it and submit it online, without changing the filename. If the BoQ file is found tobemodifiedbythebidder, thebidwill berejected.
- 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 bidsetc. The bidders should follow this time during bidsubmission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryptiontechniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorizedpersons until thetime ofbid opening. Theconfidentiality ofthebidsismaintainedusing thesecured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields isdone. Anybiddocumentthatisuploadedtotheserverissubjectedtosymmetricencryptionusinga system openerated symmetric key. Further this key is subjected to asymmetric encryption usingbuyers/bid opener's public keys. Overall, the uploaded tender documents become readable onlyafterthetenderopeningbytheauthorizedbidopeners.
- $7) \ \ The uploaded tender documents become readable only after the tender opening by the authorized bidopeners.$

- 8) Uponthesuccessfulandtimelysubmissionofbids(i.e.afterClicking"FreezeBidSubmission"in the portal), the portal will give a successful bid submission message & a bid summary will bedisplayed with the bid no. and the date & time of submission of the bid with all other relevantdetails.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of thebid. Thisacknowledgementmaybeusedasanentry passforanybidopeningmeetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained thereinshould be addressed to the Tender Inviting Authority for a tender or the relevant contact personindicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal ingeneralmaybedirectedtothe24x7CPPPortal Helpdesk.

# 3. Information and instructions for Bidder

# INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e- TENDERINGFORMING PART OFNITANDTOBEPOSTEDONWEBSITE

- a. Informationand instructionsforContractorswillformpartofNITandtobeuploadedonIITPATNAwebsite.
- b. Thebid documentconsistingofscopeofworksandthesetoftermsandconditionsofthe contract to be complied with and other necessary documents can be seen anddownloadedfromwebsite <a href="http://www.eprocure.gov.in/eprocure/app">http://www.eprocure.gov.in/eprocure/app</a>. Butthebid canonly be submitted after uploading the mandatory scanned documents such as EMD and other documents as pertender document.
- $c. \quad The Draft information and instructions to Contractors may be modified suitably by NIT approving authority as per requirement.\\$
- d. The bidder must ensure to quote rate for each items separately in the specifiedcolumn. If any column of rate against any item remains left blank by the bidder, it shall be treatedthatthebidderhasquotednilrateforthatandtheitemwillbeexecutedbythebidderfreeofc ost.
- 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.2,68,605/-. 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 <a href="http://www.eprocure.gov.in/eprocure/app">http://www.eprocure.gov.in/eprocure/app</a>.

- h. Theinformationandinstructionsfortenderers/bidderspostedonthewebsiteshallformpartofbid/tenderdocuments.
- i. The bid can only be submitted after scanning and uploading the mandatory details withintheperiodoftendersubmissionaspercriticaldatasheet.
- j. The documents submitted shall be opened as per scheduled time mentioned.
- k. Onlinebiddocumentssubmittedbyintendingbiddersshallbeopenedonlyofthosebidders, whoseEarnest Money Deposit(EMD if applicable)placedarefoundinorder.
- I. 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 defects liability period.
- m. The successful bidder has to submit a performance guarantee (P.G.) of 5% of thetender amount within 10 days from the date of issue or letter of Acceptance (LOA). TheguaranteeshallbeintheformofDD/BG/FDR ofanyschedulebankinfavourofRegistrar,IIT Patna,payableatPatna.
- n. There shall be defect liability period of One Year from date of successful completion/handover.Duringdefectliabilityperiod,contractorhastorectify/replacedefectedit ems.
- o. Tenderers are advised to inspect and examine the site and its surroundings and satisfythemselves before submitting their tenders as to the nature of the ground and subsoil(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 mayinfluence or affect their tender. A tenderer shall be deemed to have full knowledge of thesitewhetherheinspectsitornotandnoextrachargesconsequentonanymisunderstanding or otherwise shall be allowed. The tenderer shall be responsible forarranging and maintaining at his own cost all materials, tools & plants, water, electricityaccess, facilities for workers and all other services required for executing theworkunless otherwise specifically provided for in the contract documents. Submission of at ender by at enderer implies that he has read this notice and all other contract documentsand has made himself aware of the scope and specifications of the work tobedoneandofconditionsandratesatwhichstores,toolsandplant,etc.willbeissuedto him by the Government and local conditions and other factors having a bearing on theexecutionofthework.
- p. The competent authority does not bind itself to accept the lowest or any other tender andreserves the right to reject any or all the tenders received without the assignment of anyreason. Alltendersinwhichany oftheprescribedconditionis not fulfilledor anyconditionincludingthatofconditionalrebateisputforthbythetenderershallbesummarily rejected.
- q. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibitedand the tenders submitted by the contractors who resort to canvassing will be liable torejection.

- r. Tender for the works shall remain open for acceptance for a period of Ninty days (90) from the date of opening of tenders. If any tenderer withdraws histender before the said period or issue of letter of acceptance, whichever is earlier, ormakesanymodificationsinthetermsandconditionsofthetenderwhicharenotacceptable to the Institute, then the Institute shall, without prejudice to any other right orremedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further thetendershallnotbeallowedtoparticipateinthere-tenderingprocess ofwork.
- s. In case the contractor fails to commence the work specified in the tender documents on7th day or such time as may be mentioned in the letter of award or from the date ofhanding over the site wherever is later, the Institute shall, without prejudice to any otherrightorremedy, beatliberty to for feithhole of the earnest money absolutely.
- t. The bidders may contact to AE (Civil), IWD, IIT Patna (Ph:- 0612-3028149) for anyclarificationduringtheofficehrs.
- u. The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisitesupporting 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/processedinanycase.
- v. In case, holiday is declared by the Government on the day of opening the bids, the bidswill be opened on the next working day at the same time. The IITP reserves the right toacceptorrejectanyorallthetenders.
- w. Conditionaltenderswillbesummarilyrejected.

#### 4. EliqibilityCriteria:

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

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

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

OR

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

One\*similar 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 theamountequalto40%oftheEstimatedcostputtotenderwithsomeCentral/StateGovernmentOr ganization/CentralAutonomousBody/CentralPublicSectorundertakings.

The "Similar work "shall mean "Civil Work".

- A Completion certificate from Client along with copy of Award letter/WorkOrders/BOQmust be submitted by the bidder.
- b) Should have average annual financial turnover on works amounting at least 100% of the estimated cost of the work during the last three consecutive financial years ending on 31.03.2022duly certified by a Chartered Accountant.
- c) Should not have incurred any loss in more than two years during the immediate last five consecutive financial years, ending 31.03.2022, copies of balance sheet/certificate from chartered accountant to be submitted.
- d) Should have valid PAN (Permanent Account Number of Income Tax) & GST Registration no. Copies of documentary evidence to be submitted.
- e) The bidder should have valid PF Registration, GST registration & ESI registration if required. Income tax clearance certificate.

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

- a) Scanned copy of printout of EMD submission 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 Average Annual Turnover certificate for last three financial years i.e.2019-20, 2020-21and 2021-22 duly certified by character certificate.
- e) Scanned copy of EPF&ESI Registration Certificate, If applicable
- f) Scanned copy of Annexure-I to III.

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 earnestmoneyofalltheunsuccessfultenderers willbereturned tothemattheearliest.
- 2) Engaged manpower should not be paid less than minimum wages and allowancesnotifiedbyGovt.timetotime.Wagepaymentdetailsofengagedmanpowershoul dbe furnished to IITP when asked.Agency must follow the all labour relevant act andregulation.Compensationifany shall bepaidbytheAgency.
- Atanystage,ifitisopinedbyIITAuthoritythattheagencyisnotperformingsatisfactorily as per system requirement, IIT reverses right to terminatethecontractas deemed fit after giving 7 days notice. In such a situation, IIT may engage anotheragency on contractor's Risk and Cost. The security deposit of the agency will beforfeitedbytheInstitute,ifagencyleavesthecontractbeforecontractendingperiodornoncompletionofthefull contract.
- 4) All safety measures will be the responsibility of agency at their own cost. The agencywill be solely held responsible for any accident occurring due to noncompliances ofsafety measures.
- 5) Copies of drawings pertaining to the work is attached.
- 6) IITP reserves the right to reject any tender/bid wholly or partly without assigning anyreason.
- 7) IITPshallhavetherighttoverifytheparticularsfurnishedbythebidderindependently.
- 8) Additional conditions specifications, if any, forming the tender as issued at the time of of of tender and acceptance thereof together with any correspondence leading thereto.
- 9) Thebidsubmittedshallbecomeinvalidandcostofbidshallnotberefundedif:
  - (i) Thebidderisfoundineligible.

- (ii) Thebidderhavenotsubmittedtaxationauthoritiesregistrationcertificateandlabou rlawregistrationcertificatesuchasservicetax/GST/CST /ESIC/EPFetc.asstipulatedinthebidDocument.(Ifapplicable)
- 10) The acceptance of a tender will rest with the Competent Authority IIT Patna whodoes not bind him to accept the lowest tender and reserves to himselfthe, authorityto reject any or all the tenders received without the assignment of any reason. Alltendersin whichanyoftheprescribedconditionsarenotfulfilledorare incomplete inallrespectsareliabletoberejected.
- 11) The rates quoted against work should be for the complete finished item of Work and and all labour, material, taxes, overhead, duties, cess, insurance etc. GST or anyother tax in respect of this Contract shall be payable by the contractor and IITP will not entertain any claim what so ever in this respect. So the rates are to be quoted are inclusive of all taxes.
- 12. 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 Labourlaw,including all statutory liability fixed by the Labour commissioner or any other law enforcementagency.
- 13. Agency shall be solely responsible for payment of wages/salaries and allowances to their personnel asper the rules or act applicable under government order. All central, state, local laws & bye laws applicablewillbeobeyedbytheagency.
- 14. Without taking prior approval from the IITP/Engineer-in -charge, no fittings/materials will be removed forthepurposeofrepairs/replacement.
- 15. The agency shall further keep the IITP/Engineer-in-charge indemnified against any loss to the IITPproperty and assets. The IITP shall have further right to adjust and/or deduct any of the amounts asaforesaidfromthepaymentsduetotheagencyunderthiscontract.
- 16. 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.
- Theagencyshallcomplywiththestatutory provisions of Contract Labor (Regulation & Abolition) Act, 17. 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The **Employees** Provident (andMiscellaneousProvisions)Act, 1952; Payment Fund Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; and/or any other rules/regulations and/or statues that may be applicable tothem. The agency shall indemnify the Institute against all claims which mav be made the In stitute whether under the aforesaid statutes or any other statute inforced uring the currency of this contract.
- 18. Agency shall deploy his persons in such a way that they get weekly rest. The working hours / leave, forwhichthe work is taken from them, do not violaterelevant provisions of Shops andEstablishment Act.The agency shall arrange to provide reliever equally qualified in case ofabsence/leave/off etc.Theagency shall in all dealings with the persons in his employment have due regards to all recognizedfestivals, days of rest and religious or other customs. In the event of the agency committing a default

orbreachofanyoftheprovisionsoftheLabourLawsincludingtheprovisionsofContractLabour(Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, orsubmittingor fillinganystatementundertheprovisions ofthesaidregulations andruleswhichismaterially incorrect, he shall

without prejudice to any other liability pay to the IIT Patna, a sum as may beclaimedbyIIT Patna.

- 19. Agency shall keep the IIT Patna indemnified against all claims whatsoever in respect of the employeesdeployed by the agency, in case any employee of the agency so deployed enters in dispute of any naturewhatsoever, it will be the primary responsibility of the agency to contest the same. In case IIT Patna ismade party and is supposed to contest the case, the IIT Patna will be reimbursed for the actual expensesincurred towards Counsel fee and other expenses, which shall be paid in advance by the agency to IITPatna on demand. Further, the agency shall ensure that no financial or any other liability comes on IITPatnain thisrespectof anynature whatsoeverand shallkeepIITPatna indemnified inthisrespect.
- 20. Income tax/ other applicable taxes if any will be deducted at source as per the rules in force from the billand the amount so deducted will be credited to the Income tax/concerned authority and a certificate of theamountcreditwill beissuedbytheAccountSectionofInstitute.
- 21. Institute reserve the right to curtail or enhance the scope of work either by deletion of certain itemsentirely or by reducing/increasing the quantities of certain items as required and reviewed by the Institutefrom time to time and therefore, the final value of the work shall be worked out and paid to the extent ofwork actuallycarriedout.
- 22. 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 bereferred to the solear bitration by the Director, IITPatna&hisdecision will be final and binding.
- 23. IITPatnashallnotberesponsibleforanyexpenseincurredbybiddersinconnectionwiththepreparation&submissionoftheirbids,sitevisitandotherexpenses incurredduringbiddingprocess.
- 24. The Arbitrator may give interim awards and/or directions, as may be required, Subject to the aforesaidprovisions the Arbitrator & Conciliation Act, 1996 and the rules made hereunder and any modificationthereof from time totime being in forceshall be deemed to apply to the arbitration proceedings underthis clause.
- 25. Biddershouldnotbeunderliquidation, courtreceivershiporsimilar proceeding and shall submit certificate for the same.
- 26. **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.
- 27. Each tender shall be accompanied by earnest money of 2% of estimated cost.
- 28. IIT Patna will deduct a sum at the rate of 5% of the gross amount of each running bill of the contractor till the sum along with the sum already deposited as EMD, will amount to SD of 5% of the bid value of the work. Balance SD after successful completion of work shall be refunded after the DLP.
- 29. The successful bidder shall have to submit a PG of 5% of the tender amount within 10 days from the date of issue of work order. This shall be in the form of DD/BG/FDR of any schedule bank in favour of Registrar, IIT Patna payable at Patna.
- 30. Any non tendered items executed during construction for completion of works shall be paid on current DSR/Market for schedule items and non-schedule items respectively.

#### 31. ForceMajeure:-

- a. Notwithstanding the provisions stated above, failure to provide the services by agency shall not beliable for forfeiture of its security or penalty & not be constructed as breach of contract at an event offorcemajeure.
- b. For purposes of this clause, "Force Majeure" means an event beyond the control of the agency andnot involving the agency/service provider's fault or negligence and not foreseeable. Such

events mayinclude, but are not limited to, acts of the service provider either in its sovereign or contractualcapacity,warsorrevolutionsfires,floods.

- c. If a Force Majeure situation arises, the agency/ service provider shall promptly notify the EngineerIn-Charge in writing of such conditions and the cause thereof. Unless otherwise directed by theemployer in writing, the service provider shall continue to performits obligations under the contractas far as is reasonably practical, and shall seek all reasonable alternative means for performance notpreventedbytheforcemajeureevent.
- 32. **Theft of Parts: -** Agency shall be fully responsible for theft, burglary, fire or any mischievous deeds byhis workers/staff and shall replace the items under such category. Any loss occurred due to negligencewillberecoveredfromtheagency.
- 33. **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.

# 7) Special condition for Safety at the WorkSite

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

TheContractorshouldfollowthefollowingGeneralGuidelinesgoverningthesafetyrulesaslaiddownunder:

- 1. Nobodyisallowedtoworkwithoutwearingsafetyhelmet.Chinstrapofsafetyhelmetshallbealwayson.Drivers, helpersandoperatorsarenoexception.
- 2. Nooneisallowedtoworkatormorethanthreemetersheightwithoutwearingsafetybeltandanchoringthelanya rdofsafetybelttofirmsupportpreferablyatshoulderlevel.
- 3. No one isallowedtoworkwithoutadequatefootprotection.
- 4. Usageof eye protectionequipment shall be ensuredwhenworkmen areengaged for grinding, chipping, welding and gas-cutting. For other jobs as and when site safety co-coordinator insists eyeprotectionhastobeprovided.
- 5. AllsafetyapplianceslikeSafetyshoes,Safetygloves,Safetyhelmet,Safetybelt,Safetygogglesetc.shallbearr angedbeforestartingthejob.
- 6. All excavated pits shall be barricaded & barricading to be maintained till the backfilling is done. Safeapproachto beensuredintoevery excavation.
- 7. Adequateilluminationatworkplaceshallbeensuredbeforestartingthejobatnight.
- $8. \ All the dangerous moving parts of the portable / fixed machinery being used shall be adequately guarded.\\$
- 9. Laddersbeingusedatsiteshallbeadequatelysecuredatbottomandtop.Laddersshallnotbeusedas workplatforms.
- Materialshallnotbethrown fromtheheight. Ifrequired, the areas hall be barricaded and one person shall be posted outside the barricading for preventing the tre-passers from entering the area.
- 11. Otherthanelectriciansnooneisallowedtocarryoutelectricalconnections, repairsonelectricalequipmentor otherjobsrelated thereto.
- 12. Allelectricalconnections shall be made using 3 or 5 core cables, having a earth wire.
- 13. Insertingofbare wiresfortappingthepowerfromelectricalsocketsiscompletelyprohibited.
- 14. Atoolsandtacklesinspectionregistermustbemaintainedandupdatedregularly.
- 15. Debris, scrapandothermaterial stobe cleared from time to time from the work place and at the time of closing of work every day.
- 16. Alltheunsafeconditions, unsafeacts identified by contractors, reported by site supervisors and/or safetypers onnel to be corrected on priority basis.
- 17. Nochildrenshallbeallowedtoentertheworkplace.

- 18. Allthe lifting toolsandtacklesshallbestoredproperlywhennotinuse.
- 19. ClampsshallbeusedonReturncablestoensureproperearthlingforweldingworks.
- 20. Returncablesshallbeusedforearthing.
- 21. Allthepressuregaugesusedingascuttingapparatusshallbeingoodworkingcondition.
- 22. Propereyewashingfacilitiesshallbemadeinareaswherechemicalsarehandled.
- 23. Connectors and hose clamps are used for making welding hose connections.
- 24. Allundergroundcablesforsupplyingconstructionpowershallberoutedusing conduitpipes.
- 25. Spilltraysshallbeusedtocontaintheoilspillswhiletransferring/storingthem.
- 26. Tappingofpowerbycuttingelectriccablesinbetweenmustbeavoided. Properjunctionboxesmustbeused.

#### 8) ScopeofWork

- 1. Const. of 50 mm dia. GI pipe water supply and 300 mm dia. RCC NP2 pipe drainage line for Night Canteen at Kalam Hostel of IIT Patna as per BOQ, drawing and direction of Engineer In Charge.
- 2. CPWD specification shall be followed in true spirit.

Registrar IITPatna

Cap 1

# ANNEXURE-I

# **TENDERACCEPTANCELETTER**

(OnCompany/ firm'sLetterhead)	
To,	ite:
TheRegistrar I.I.T.Patna,	
Bihta,Patna –801106.	
Sir, Ref: Tender No. IITP/IWD/RS/NIT/ /2023 for "Const. of 50mm dia. GI pipe and 300mm dia. RCC NP2 pipe drainage line" for Night Canteen at Kalam Patna.	water suppl Hostel of II
I/wehavecarefully	
gonethroughthe Terms & Conditions as mentioned in the above referred Tender as per your advertisement, given in the above mentioned website(s).	
1. I/wedeclarethatalltheprovisionsofthisTenderareunconditionallyacceptal company. I /we further certify that I'm an authorized signatory of my com am,therefore,competenttomakethisdeclaration.	panyand
2. I/we hereby certify that I/we have read the entire terms and conditions of	of
thetenderdocumentsfromPageNoto(including all documer likeannexure(s),schedules(s),	nts
etc.,)whichformpartofthecontractagreementandI/weshallabideherebybythe nditions/clausescontainedtherein.	eterms/co
3. The corrigendum(s) issued from time to time by your department /organizationstoohavealsobeentakenintoconsideration,whilesubmittingthis celetter.	sacceptan
4. I/we certify that all information furnished by the our Firm is true and confiat any stage, it has been found that the agency has furnished any wrong of forged documents, the Competent Authority of IIT Patna may terminate of within mediate effect without assigning any reason there of and suitable leactions hould be taken against the agency which may include blacklisting of from participating in any tender of IIT Patna for the period, approved by the competent authority.	declaration contract egal debarmen
Yoursfaithfully,	
(SignatureoftheBidder,withOfficialSeal)	

# **ANNEXURE-II**

# **DECLARATIONOFANNUALTURNOVER(BalanceSheet)**(OnCompany/ firm'sLetterhead)

To, TheRegistrar I.I.T.Patna, Bihta,Patna –801106.	Date:
Sir, Ref: Tender No. IITP/IWD/RS/NIT/ /2023 fo and 300mm dia. RCC NP2 pipe drainage lin Patna.	or "Const. of 50mm dia. GI pipe water supply e" for Night Canteen at Kalam Hostel of IIT
1)I/weherebydeclarethat,ourfirm'sAnnualT tedanAuditedAccounts/C.ACertificatefory	urnoverasfollows,andI/wehavealsosuppor ourreferences:
F. Y.2019–20	
F.Y.2020 –21	
F.Y.2021 –22	
Yoursfaithfully,	
(SignatureoftheBidder,withOfficialSeal)	

# ANNEXURE- III

# BANK DETAILS OF THE FIRM

Nameoftl		
1.	d/PostalAddress:  PermanentAccount Number(PAN)No	
2.	GSTRegistrationNo.	
3.	BANKDETAILS:	
a.	BankName	
b.	BranchAddress	
c.	AccountNo	
d.	Type of Account(Current/Sa vings)	
e.	MICRNo.	
<b>f.</b>	IFSCCode	
Date:		Name of the Authorized Signator
Place:		Stamp & Signature