



**Name of Work: Construction of MS frame for fixing of False Ceiling and partition work for D- part for ME Dept. at workshop 16B' in IIT Patna**

**December 2021**

**BID DOCUMENT**

**Indian Institute of Technology, Patna**

**Name of work: construction of MS Frame for fixing of False Ceiling and partition work for D- part for ME Dept. at workshop 16B' in IIT Patna.**

## **INDEX**

<b>Sl. No</b>	<b>Contents</b>	<b>Page</b>
1.	Notice.	3
2.	Eligibility Criteria	4
3.	Information and Instructions for e tendering	6
4.	General terms and condition	10
5.	Clauses of Contract	11
6..	Bid Security Declaration (Annexure-1)	13
7.	Annexures, II, III	14
13.	Approved make	16

This tender document contains pages from 1 to 16

# Indian Institute of Technology Patna

## 1. NOTICE

Indian Institute of Technology, Patna invites the **Percentage (%) Rate e-tenders for ‘Construction of MS Frame for fixing of False Ceiling and partition work for D - part for ME Dept. at workshop 16B’ in IIT Patna** in two bids from the eligible and interested bidders who are well equipped, experience, financially sound Contractors for the following works :-

1	Tendering Document No.	IITP/IWD/AZ/04/2021 dated 15.12.2021.
2	Name & brief scope of Works	<b>Construction of MS Frame for fixing of False Ceiling and partition work for D part for ME Dept. at workshop 16B’ in IIT Patna.</b>
3	Estimated cost put to tender (ECPT)	Rs.2,35,410/-
4.	EMD Amount	NIL
5	Bid Security Declaration	<b>To be signed by the participating agency in the format provided accepting that if they withdraw or modify their bids during period of validity etc, they will be suspended for the time specified in the tender documents.</b>
6	Period for completion	45 days
7.	Bid Submission	03.01.2022 up to 03:00 P.M.
8.	Pre bid meeting	21.12.2021 at 11:30 hrs. in the office of EE, IWD at Admin block
9.	Technical bid opening	04.01.2022 at 11:30 A.M.
10.	Security Deposit	10 % of the gross amount of work value. It will be deducted from each running bill till the sum along with the sum already deposited as PG. 50% of the sum will be retained towards defect liability period of one year. No interest will be paid on this.
11.	Bid validity	60 days from opening date of technical bid
11.	Defect Liability period	One year from the date of completion to the satisfaction of IITP.
12.	Performance Guarantee (PG)	3% of the work order value to be deposited within 10 days of receipt of work order without which no works can be started.

**Registrar (IIT, Patna)**

## 2. Eligibility Criteria

**Bidder must meet the following eligibility Criteria:**

**A. Technical Criteria:**

Contractors who fulfill the following requirements shall be eligible to apply. The Joint Ventures are not accepted.

1. Experience of having successfully completed during the last 7 years following 'similar works' ending previous day of last date of submission of tenders

Three similar completed works, each costing not less than the amount equal to 40% of estimated cost put to tender.

OR

Two similar completed works, each costing not less than the amount equal to 60% of estimated cost put to tender.

OR One similar completed work of aggregate cost not less than the amount equal to 80% of estimated cost put to tender

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 value of executed works shall be brought to current costing level by enhancing the actual value of work at simple interest rate of 7% per annum, calculated from the date of completion and up to 31.12.2020

The 'similar works' shall mean Civil work.

i Experience certificate is required (work orders and completion certificates).

iii. The cost of free issue materials shall not be included in the completion cost of works

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

c) It is desirable that the bidder should have valid PF Registration No & GST registration and ESI as applicable. 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 work order or before release of First RA Bill.

d) The applicant shall have made an average annual financial turnover on construction works during the last three consecutive financial year's i.e. 2018-19 , 2019-20 & 2020-2021 of value 50% cost put to tender. A declaration/certificate from CA to be submitted that the turnover for the agency pertains to construction/interior work only or CA to specify the amount, which pertains to construction work.

e) The applicant should not have incurred any loss (Profit after tax should be positive) in more than two years during available last five consecutive years ending 31.03.2021. Copies of balance sheet and profit loss statement along with certificate from chartered accountants per the format provided In Annexure- 2 of the NIT document to be submitted.

f) The applicant shall have a minimum solvency of 40% of estimated cost. The same should not be older than six months from the date of publication of NIT. It can be obtained from any scheduled bank as per the format provided in Annexure-3. If solvency certificate obtained from scheduled bank is in any other format the same will be accepted provided. it is not addressed to any other organization or issued for any other specific purpose.

g) Particulars of GST Registration.

**B) Documents to be submitted along with technical bid:**

- (a) Copy of signed bid security declaration as attached in Annexure-1 of NIT document.
- (b) Copies of work order and experience certificates for the works completed as per the technical criteria of Tender document.
- (c) Copy of GST Registration Certificate.
- (d) Copy of Pan Card.
- (e) Copies of audited balance sheet and profit loss statement and certificate from chartered accountant as per the format provided in Annexure-2 of the NIT document to be submitted.
- (f) Copy of solvency as per eligibility criteria.
- (g) Scanned copy of valid EPF and ESIC registration or an undertaking that the firm is not required to register under the scheme. Format for undertaking has been provided in Annexure - 4.

## INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e- TENDERING

- a. Information and instructions for Contractors will form part of NIT and to be uploaded [WWW.EPROCURE.GOV.IN/IITPATNA](http://WWW.EPROCURE.GOV.IN/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 [WWW.EPROCURE.GOV.IN/IITPATNA](http://WWW.EPROCURE.GOV.IN/IITPATNA). But the bid can only be submitted after uploading the mandatory scanned documents as mentioned in Page 5 of NIT document in favour of Registrar, IIT Patna.
- c. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
- d. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- e. The Draft information and instructions to Contractors may be modified suitably by NIT approving authority as per requirement.
- f. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
- g. The bidder must ensure to quote rate for each items 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.
- h. The work is estimated to cost Rs. **2, 35,410/-**.
- i. 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 [WWW.EPROCURE.GOV.IN/IITPATNA](http://WWW.EPROCURE.GOV.IN/IITPATNA).
- j. The information and instructions for tenderers / bidders posted on the web-site shall form part of bid/tender documents.
- k. The bid can only be submitted after scanning and uploading the mandatory details within the period of tender submission i.e. up to **03.01.2022, up to 03:00 P.M**
- l. This Notice Inviting Tender shall form a part of the contract document. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose documents submitted online are found in order.

- m. 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 work, 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.
- n. The competent authority does not bind itself to accept the lowest or any other tender and reserves to itself the authority 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.
- o. 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. The contractor shall not be permitted to tender for works in the IIT Patna (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Executive Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazette officer in the IIT Patna. Any breach of this condition by the contractor would render him liable to be debarred from tendering in this department. t. Tender for the works shall remain open for acceptance for a period of ninety days (90) 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 the work. Further the tender shall not be allowed to participate in the re-tendering process of work or any other work at IIT Patna as per the Bid security declaration.
- p. 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 performance guarantee absolutely.
- q. Conditional tender will be summarily rejected.

## **Instruction of bidders**

The bidder must ensure that all the information required in the documents is furnished by him complete in all respects. He would not be allowed to withdraw any document, or to rectify any information furnished therein, after submitting the bid.

1. The bidder should give an affidavit that the information furnished in BID is correct. If any information is found to be incorrect at any time, the offer of the bidder shall be rejected, and action be taken as per rules up to the extent of debarring his participation in future tenders of IITP and forfeiture of performance security.
2. The bid may be rejected in case of the following:-
  - i) If bid is not accompanied with the requisite documents mentioned in bid document or is not in accordance with procedure as specified in Para 1.
3. Bidders will need to produce in original of their all-supporting enclosure for verification by IIT, if required. Failure to comply with this requirement will result in disqualification of the bidder without any recourse.
4. The financial bid containing financial proposal and supplementary financial proposal, if provided, will be opened on-line in the presence of only those bidders who are qualified technically. Date of opening of financial bid shall be informed by the Registrar or IWD, at a later date. The opening of financial bid will be online.
5. If any bidder withdraws his tender prior to expiry of said validity period or extended period or makes modification in the rates, terms and conditions of the tender within the said period, which are not acceptable to IITP or fails to commence the work in the specified period/, fails to execute the agreement, the IITP shall, without prejudice to any, other right or remedy, be at liberty to forfeit the amount of Bid Security given in any form absolutely. If any bidder, who having submitted a tender does not execute the agreement or start the work or does not complete the work and the work has to be put to re-tendering, he shall stand debarred from participating in such re-tendering in addition to forfeiture of Security Deposit/and to other action under agreement.
6. All tenders, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations totaling or other discrepancies or which contain over-writing in figures or words or corrections not initialed and dated will be liable to rejection.
7. The Registrar, IITP or other duly authorized Engineer reserves the right to ask for submission of drawings, designs, design calculations, estimates, detailed quantity calculation for estimate, analysis of rates and samples/brand code of materials considered in estimation for which the bidder has quoted his rates before the tender can be considered for



acceptance.

8. Sales tax/GST, purchase tax, turn over tax, Excise duty, Service tax, work contract tax or any other tax and CESS on materials and Labour as applicable shall be paid by the bidder himself. The bidder shall quote his rates considering all such taxes.

9. ADDRESS FOR

COMMUNICATION:

**EE Civil AZ (NRB)**

Indian Institute of

Technology,

Patna Bihta, Amhara,

Patna, Bihar –801106,

Phone – 0612-3028059

**Registrar IIT, Patna**

**GENERAL TERMS AND CONDITION**

1. IIT Patna reserves the right to reject any or all tender received without assigning any reasons thereof.
2. The price should be for the complete finished item of work and include all labour, material, taxes, overhead, duties, cess etc.
3. Each tender shall be accompanied by Bid Security Declaration in the format provided accepting that if they withdraw or modify their bids during period of validity etc, they will be suspended for the time specified in the tender documents.
4. Performance Guarantee @ 3% in the format as mentioned is to be paid by the successful L1 contractor within 15 days from the date of work order. This PG will be retained by the IIT Patna as a part of security deposit and will be refunded after successful completion of the works on certification of Engineer In Charge without any interest.
5. Time allowed for completion of the work is 45 (forty five days).
6. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.
7. IIT Patna reserves the right to reject any or all prospective applicants without assigning any reason .If any information furnished by the applicant is found incorrect at a later stage, he shall be debarred from tendering and taking up of any work in IIT Patna.
8. This tender notice shall form part of the contract documents.
9. The agency is fully responsible for the safety of working personnel.
10. All statutory deductions will be deducted as per government rules.
11. Payment shall be released through Bank Account after submission of Bill against work done. Agency has to submit the bank's details to which amount may be remitted.
12. All disputes are subject to exclusive jurisdiction of competent court and forum in Patna, India only.
13. The Executive Engineer with the approval of competent authority shall provide any time extension, if required upon submission of proper justification for the delay by the Contractor during execution of the work keeping into consideration the following points:
  - 1) The contractor must apply to the Engineer-in-charge in writing for extension of time.
  - 2) Such an application must state the grounds that hindered the contractor in the execution of the work within the stipulated time.
  - 3) Such an application must be made within 14 days of the date on which such hindrance arose.
  - 4) The Engineer-in-charge must be of the opinion that the grounds shown for the extension of time are reasonable.
14. IITP will deduct a sum @ 1% of the bill amount , where electricity for the work is used from the institute source, The agency has to make their own arrangement for taking electricity , if not given by IITP.

**CLAUSES OF CONTRACT**

**Clause – 1**

**Compensation for Delay @ 1% per week and part there of maximum to 10% for that work which was completed during the duration beyond the stipulated period of time and no extension granted.**

**Clause – 2**

**Measurements of Works:** - All running account and Final bills shall be in computerized Measurement Books (CMB's) and Bills to be submitted by the contractor as per Section-7 of CPWD works manual.

All measurements and levels shall be taken jointly by the Engineer (civil) nominated for the works and by the contractor or his authorized representative in consultation with Executive Engineer of the works for the works done in the preceding month and such measurements shall be duly signed and dated in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties and to be brought to the notice of EE in-charge of works for its settlement. The duly recorded computerized running account bills with "certificate of payment" and corresponding progress photographs shall be forwarded to Executive Engineer at Institute Works Dept. for release of payment of bills. The amount admissible will be paid by 10th working day after the day of receiving of the bill.

**CERTIFICATE FOR PAYMENT:**

It is certified that various items of works claimed in the -----R/a bill by the contractor----- has been completed to the extent claimed and at appropriate rates and that the items are in accordance with and fully confirming to the standard and/or prescribed specifications and drawings. We further certify that we have checked the measurement to the extent of hundred percent each items claimed in this bill. As net amount of Rs. -- ----- ( Rupees-----) is recommended to be paid to the contractor making the total up to date payment of Rs.----- ( Rs.-----)

Quality and rates are verified. The material supplied and work done confirm with the tender specifications.

Assistant Engineer Civil

**Clause – 3**

**Payment on Intermediate Certificate to be regarded as Advances: -**

All such interim payments shall be regarded as payment by way of advances against final bill payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in- Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificates (s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not any respect conclude, determine or affect in any way powers of the Engineer – in- Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the Institute to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

**Clause – 4**

**Contractor Liable for damages, defects during maintenance period: -** If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever of if any defect, shrinkage or other faults appear in the work within twelve months after a certificate final or otherwise its completion shall have been given by the EE CIVIL as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer in charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

**CLAUSE 5: Minimum Wages and age of Workers**

No labour below the age of fourteen years shall be employed on the work. The Contractor shall comply with all the provision of the Minimum Wages Act, 1948, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought from time to time.

**CLAUSE 6: Directions for execution of works.**

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the EE CIVIL of the Institute who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

**Jurisdiction:** all matters arising out or in any way connected with this contract shall be deemed to have arisen in Patna and only the courts in Patna shall have jurisdiction to determine the same.

**CLAUSE 7: Plant & Machinery:**

The contractor shall arrange at his own expense all tools, plant, machinery and equipment required for the execution of the work.

**CLAUSE 8 : EXECUTION OF ITEMS OTHER THAN B.O.Q ITEMS**

If any items are required to be executed, other than the B.O.Q items for the completion of works, then the item will be taken from DSR' 2021. The payment for this items will be made as per the DSR'2021 rates if the item is present in DSR or as per the market rate analysis for the items not present in the B.O.Q. By applying the percentage rates plus or minus on the DSR rate-

**Annexure-1**

**Name of the E-Tender: Construction of MS Frame for fixing of False Ceiling and partition work for D-Part for ME Dept. at workshop 16B' in IIT Patna, Bihta, Bihar.**

**UNDERTAKING**

**Bid Security Declaration**

**To  
The Registrar,  
IIT Patna,**

**Dear Madam/Sir,**

I/We Mr./Mrs. \_\_\_\_\_ authorized person to sign the bid documents for tender for **Construction of MS Frame for fixing of False Ceiling and partition work for D- Part for ME Dept. at workshop 16B' in IIT Patna, Bihta, Bihar.**

1. Do here by declare that I/We have gone through the entire tender documents including terms and condition mentioned in the tender documents and undertake to comply with them.
2. I/We further declare that we will not withdraw our bid or modify our offer during the period of validity of the bid after the deadline for submission of such documents
3. If I/we withdraw or modify the bids during the period of validity, or if I/We are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline as defined in the tender document/LOA/PO, we will be suspended for the period (i.e. 02 years) of time from being eligible to submit bids/proposals for contracts with IIT Patna.

**Signature of Bidder**

With seal of firm

**(Name of Bidder)**

Place .....

Date.....

**Annexure- 2**

**FINANCIAL INFORMATION**

To  
Executive Engineer (Civil)  
IIT Patna

Audited Annual Turnover to be certified by Chartered Accountant (CA) for the Last 3Years Of

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S.No.	Financial / Accounting Year	Profit (Rs.)	Loss (Rs.)	Annual Turnover (inRs.)
1	2018-2019			
2	2019-2020			
3	2020-2021			

**NET WORTH FOR THE LAST AUDITED FINANCIAL YEAR =**

**AVERAGE TURNOVER OF LAST THREE YEARS =**

I the undersigned certify that the above details submitted by the firm are verified by me and are found to be correct.

Signature of Chartered Accountant with seal

\*\*\*\*\*

This information to be printed on Letterhead of CA.

The above details to be furnished duly supported by figures in balance sheet/profit and loss account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (copies to be attached).

**UNDERTAKING ON LETTER PAD OF THE AGENCY**

To,  
The Registrar,  
IIT Patna, Bihta,  
Bihar, India  
801106

Dear Sir,

We \_\_\_\_\_, address  
\_\_\_\_\_, do hereby declare that our firm is not required to get

registered under the EPF and ESIC scheme of the government.

We through this undertaking confirm and undertake that we shall be liable and responsible for all labour regulated laws.

Yours Faithfully

Place:

(Signature)

Time:

**LIST OF APPROVED MAKE OF MATERIALS:**

Specification/brands names of materials (Refer materials, whichever are applicable for the scope of work) and finishes approved by the Engineer-in-Charge are List below. However, approved equivalent material and finishes of any other specialized firms may be used, in case it is established that the brands specified below are not available in the market and subject to written approval of the alternate brand by the Engineer-in-Charge of IIT Patna. Wherever available, ISI brand materials should be used, in case of non-availability of ISI brand materials, written approval required from IIT Patna.

<b>Sl. No</b>	<b>MATERIALS</b>	<b>APPROVED MAKE</b>
1.	MS pipe, Flat	JINDAL, TATA
2.	Glass float	Saint-Gobain ,Asashi India,Modi
3.	Pre-laminated board	NOVAPAN, ARCHID PLY, CENTURY, GREEN PLY
4.	Enamel Paint	ASIAN, NEROLAC, BURGER, BRITISH
5.	False ceiling	Aerolite, Gypsum India
6.	Lock/latch	Godrej/link
7.	Fastener	Hilti, fischer
8.	Welding rod	EISAB, FERRO Speed plus, D&H, Norma
9.	Adhesive	Fevicol SH, Vamicol, Araldite of Hindustan, Laticrete
10.	Primer/ Red Oxide	Asian , Burger, Nerolac