



**Name of Work: Interior works for Incubation center of IIT
Patna**

December 2021

BID DOCUMENT

Registrar, Indian Institute of Technology, Patna

Name of work: Interior works for incubation center of IIT Patna.

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Indian Institute of Technology Patna

1. NOTICE

Indian Institute of Technology, Patna invites the **item Rate e-tenders for ‘Interior works for incubation center of IIT Patna.’** in two bids from the eligible and interested bidders who are well equipped, experience, financially sound Contractors / eligible Firms for the following works :-

1	Tendering Document No.	IITP/IWD/AZ/07/2021 dated 29.12.2021.
2	Name & brief scope of Works	Interior works for Incubation center of IIT Patna.
3	Estimated cost put to tender (ECPT)	Rs. 43,89,874/-
4.	EMD Amount	NIL
5	Bid Security Declaration	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.
6	Period for completion	60 days
7.	Bid Submission	19.01.2022 up to 05:00 P.M.
8.	Pre bid meeting	06.01.2022 at 11:30 hrs in the office of HoD, IWD at admin block
9.	Technical bid opening	21.01.2022 at 11:30 A.M.
10.	Security Deposit	05 % of the gross amount of each running ^{bill} of the Contractor till the sum along with the sum already deposited as PBG, will amount to security deposit of 08 % of the work order value.
11.	Bid validity	90 days from opening date of technical bid
11.	Defect Liability period	One year from the date of completion to the satisfaction of IITP.

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.

- i) 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 including flooring works.

- ii. 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 (If required). 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.
- d) The applicant shall have made an average annual financial turnover on construction works during the last three consecutive financial year's i.e. 2017-18, 2018-19 & 2019-20 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 31.03.2020.
Copies of balance sheet and profit loss statement along with certificate from chartered accountant as 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.

Even though an applicant may satisfy the eligibility criteria, IITP (Indian Institute of Technology, Patna) reserves the right for not issuing the work order if the applicant's has record of poor performance such as abandoning work, not properly completing the work, delay in completion of work, poor quality of work, financial failure / weakness etc.

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 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.
- (h) Integrity pact as per pg 32 of NIT on the letter head of the bidder.

BID DOCUMENT NO. IITP/IWD/AZ/ 07 /2021

NAME OF WORK: Interior works for incubation center of IIT Patna.

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 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. 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. **43, 89,874/-**.
- 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.
- 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 **19.01.2022, up to 05:00 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. As part of technical evaluation, the IIT Patna reserves the right to inspect any of the completed works of the bidder to ascertain the quality aspect. In case, the general quality of the work in the opinion of the IITP team visiting is found unsatisfactory, the technical bid of that bidder shall be rejected.
3. 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.
4. Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.
5. 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.
6. 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 on line.
7. 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.
8. 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.

9. After acceptance of the bid by competent authority, the Registrar, IITP shall issue letter of acceptance.
10. 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.
11. 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.
12. For the purpose of constructing Contractor's yard, godown, office, labour hutment, etc. the contractor may utilize the land and existing buildings/structures allocated to him by IITP after obtaining requisite permission from the Registrar subject to availability and suitability of the same. All expenses in connection with purchase, rental or construction or maintenance or removal etc. of such items shall be borne by the Contractor. Nothing extra shall be paid on these counts to the contractor.

13. ADDRESS FOR COMMUNICATION:

EE Civil (AZ)
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 Bank Guarantee @ 3% in the format as mentioned is to be paid by the successful L1 contractor within 15 days from the date of L.O.A. This PBG will be retained by the IIT Patna as a part of security deposit and will be refunded after successful completion of the Defect Liability period on certification of Engineer In Charge without any interest.
5. 5 % of the gross amount of each running bill of the Contractor till the sum along with the sum already deposited as PBG, will amount to security deposit of 8 % of the work order value, which will be refunded after successful completion of DLP, on certification of Engineer In Charge.
6. Time allowed for completion of the work is 60 (Sixty days) from the date of acceptance of work order by the technically qualified L1 agency..
7. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.
8. 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.
9. This tender notice shall form part of the contract documents.
10. The agency is fully responsible for the safety of working personnel and has to follow all government labour law and safety rules.
11. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub soil, laying route ,the form and nature of site, the means to access the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect their tender. A bidder 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 bidder shall be responsible for arranging and maintaining at his own cost of 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 bid documents. Submission of tender by a tenderer implies that he has read this notice and all other tender documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having bearing on the execution of the work.
12. All the Govt. labour rules, regulations and specification of CPWD are followed by the contractor while executing the Civil works.
13. All statutory deduction will be deducted as per government rules.
14. Payment shall be released through Bank Account after submission of Bill against work done.
15. All disputes are subject to exclusive jurisdiction of competent court and forum in Patna, India only.

16. 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.
17. IITP will deduct a sum @ 1% of the bill amount of the items, where water for the work is used from the institute source, or else the Contractor has to make his own arrangements for water.
18. Similarly, IITP will deduct a sum @ 1% of the bill amount of the items, where electricity for the work is used from the institute source, or else the Contractor will be issued with a meter (all materials to be provided by the contractor) from IITP and will have to pay the bill generated for electricity as per the prevalent rates of the IITP.

CLAUSES OF CONTRACT

Clause – I

Performance Guarantee

- i) The contractor shall submit an irrevocable and unconditional Performance Guarantee of 3 % of the work order amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within fifteen days (15 days) period from the date of issue of letter of award/acceptation. This Guarantee shall be in the form of Demand Draft of any scheduled bank/Pay Order of any scheduled bank or Bank Guarantee of any scheduled Bank or the State Bank of India in accordance with the form annexed hereto. The performance guarantee shall be returned to the contractor, without any interest after a year from the last date of defect liability period.
 - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Institute may claim the full amount of the Performance Guarantee.
 - (b) Failure by the contractor to pay to the Institute any amount due, either as agreed by the contractor or determined under any of the clauses/conditions of the agreement, within 30 days of the service of notice to this effect by EE CIVIL.
- ii) In the event of the contract being determined or rescinded under provision of any of the clause/condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Institute.

Clause – 2

Compensation for Delay @ 1% per week and part there of maximum to 10% for the work which was completed during the duration of extension beyond the stipulated period of time and provisional extension, if any to be provided during the course of work due to some uncontrollable situations as mentioned in Clause 3.

Clause – 3

Time and Extension for delay: - The time allowed for execution of the Works or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the 1st day to any days till 7th day or such time period as mentioned in letter of award after the date on which the Registrar, IITP issues written orders to commence the work or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid Institute shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely.

- 3.1 As soon as possible after the contract is concluded the contractor shall submit a Time and Progress Chart and get it approved by the EE CIVIL. The chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the EE CIVIL and the contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases (save for special jobs for which a separate program has been agreed upon) complete the work in all respect within the stipulated contracted time period.
- 3.2 If the work(s) be delayed by :-
 - i). Force majeure or
 - ii). abnormally bad weather, or
 - iii). Serious loss or damage by fire or
 - iv). Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or.

- v). delay on the part of other contractors or tradesmen engaged by Director in executing work not forming part of the contractor.
- vi). any other cause which, in the absolute discretion of the authority mentioned in schedule 'F' is beyond the contractor's control.

Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the EE CIVIL but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Director to proceed with the works.

3.3 Request for rescheduling of milestones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.

3.4 In any such case the Director of the Institute may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the contractor by the EE CIVIL of the Institute in writing, within 15 days of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Director and this shall be binding on the contractor.

Clause – 4

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

The above certification shall be endorsed in the relevant measurement books.

The EE CIVIL shall have power to withhold any payment or as deemed to fit if the works or any parts thereof are not being carried out to his satisfaction and to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

If for any reason the contractor or his authorized representative is not available and the work of recording of measurements is suspended by the EE civil, the EE civil and the Institute shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the EE civil or his representative shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available, then a mutually agreed method shall be followed.

The contractor shall give, not less than seven days' notice to the Engineer- in- Charge or his authorized representative in-charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the EE civil or his authorized representative in-charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the EE Civil consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

It is also a term of this contract that recording of measurements of any item of work in the measurement book and / or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement defects noticed till completion of the defects liability period.

Clause – 5

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 in 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 – 6

Completion certificate and completion plans :- Within ten days of the completion of the work, the contractor shall give notice of such completion to the EE CIVIL and within three days of the receipt of such notice the EE CIVIL shall inspect the work and if there is no defect in the work shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or(b) for which payment will be made at reduced rates shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/ their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which

he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Engineer In-Charge works. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning of dirt on or before the date fixed for the completion of work, the EE CIVIL may at the expense of the contractor remove such scaffolding surplus materials and rubbish etc and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause 7

Contractor to keep site clean: - The successful agency shall be responsible for keeping the work site clean at any time. In case the contractor fails to comply with the requirements of this clause, the EE CIVIL shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the EE CIVIL shall give ten days' notice in writing to the contractor.

Clause 8

Payment of final bill: - The final bill shall be submitted by the contractor in the same manner as specified in interim bills within one month of physical completion of the work or within one month of the date of the final certificate of completion furnished by the engineer in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by EE CIVIL, will as far as possible be made within one month from the date of receipt of the bill by the EE CIVIL or his authorized representative.

Clause – 09

Dismantled material Institute's Property: - The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc as Institute's property and such materials shall be disposed off to the best advantage of Institute according to the instructions in writing issued by the EE CIVIL.

Clause – 10

Work to be executed in accordance with specifications, drawings, orders etc.:- The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with CPWD Specifications 2019 Vol. I to II with up to date correction slips and CPWD general specifications for electrification, Part – I Internal 2013 with up to date correction slips. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the EE CIVIL and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

The contractor shall comply with the provisions of the contract and with due care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

Clause 11:

Deviations/Variations Extent and Pricing :- The EE CIVIL with the approval of competent authority shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons

and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the EE CIVIL and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided. There is no deviation limit prescribed for contract items, the contractor shall be bound to execute the deviated quantities of the contract items at the same rates as decided at the time of award of work.

12.1 In the case of extra item(s) the contractor may within fifteen days of receipt of order of Occurrence of the item(s) claim rates, supported by proper analysis, for the work and the EE CIVIL with the approval of competent authority shall within one month of the receipt of the claims supported by analysis after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

In the case of substituted items, the rate for the agreement item (to be substituted) and Substituted item shall also be determined in the manner as mentioned in the afore said para.

- a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so, decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

Clause 12

Foreclosure of Contract due to Abandonment or Reduction in Scope of Work: - If at any time after acceptance of the tender, Institute shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the EE CIVIL shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full.

The contractor shall, if required by the EE CIVIL furnish to him books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

Clause - 13

Suspension of work

- i). The contractor shall, on receipt of the order in writing of the EE CIVIL, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the EE CIVIL may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
 - a). On account of any default on the part of the contractor or
 - b). for proper execution of the works or part thereof for reasons other than the default of the contractor or
 - c). for safety of the works or part thereof

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer in charge.

- ii). If the suspension is ordered for reasons (b) and (c) in sub-para (I) above:

- a). The contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25% for completion of the item or group of items of work.

Clause 14

Action in case work not done as per specification: - All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer – In- Charge, his authorized subordinates in charge of the work and all the superior officers , officer of the Quality Assurance Unit of the Institute or any organization engaged by the Institute for quality Assurance and of the Chief Technical Examiner’s Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor’s agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer – In- Charge or his authorized subordinates incharge of the work in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Institute for Quality Assurance or to the Chief Technical Examiner or his subordinates officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months of the completion of the work from the Engineer – In – Charge specifying the work, material or articles complained of notwithstanding that the same way have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer- In – Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non – completion of the work in time) for this default.

In such case the Engineer –In – Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in schedule ‘F’ may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and /or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer – In- Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

Clause – 15

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 16

Labour Laws to be complied by the Contractor: - The contractor shall obtain a valid licence under the Contract Labour (R & A) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the Provisions of Child Labour (prohibition and Regulation) Act, 1986. The contractor shall also comply with the provisions of the building and other construction workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Welfare Cess Act, 1996. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of the work. The contractor shall keep the ITP saved harmless and indemnified against claims if any of the workmen and all costs

and expenses as may be incurred by the IITP in connection with any claim that may be made by any workmen.

CLAUSE 17:

No labour below the age of fourteen years shall be employed on the work.

CLAUSE 18: Minimum Wages Act to be complied with:

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.

PAYMENT OF WAGES

- a) Wages due to every worker shall be paid to him direct by contractor through bank or ECS or online transfer to his bank account.
- b) All wages shall be paid through Bank or ECS or online transfer.
- c) It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour.
- d) The contractor shall obtain from the Junior Engineer or any other authorized representative of the Engineer-in-charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage cum-Muster Roll" as the case may be in the following form:-
"Certified that the amount shown in column Nohas been paid to the workman concerned through bank account of labour on at"

CLAUSE 19: Work not to be sublet. Action in case of insolvency

The Contract shall not be assigned or sublet without the written approval of the EE CIVIL. And if the contractor shall assign or sublet his contract, or attempt to do so or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agent to any public officer or persons in the employ of Institute in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the EE CIVIL on behalf of the Institute shall have power to adopt any of the courses specified in Clause 3 hereof as he may deem best suited to the interest of the Institute and in the event of any of these courses being adopted the consequences specified in the said Clause 3 shall ensue.

CLAUSE 20:

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Institute without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

CLAUSE 21: 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.

CLAUSE 22: Settlement of Disputes

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be referred for settlement through EE Civil . The decision of EE CIVIL shall be final and binding to party.

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 23:

Contractor to Indemnify Institute against patent Rights:

The Contractor shall fully indemnify and keep indemnified the Institute against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part of thereof included in the Contract. In the event of any claims made under or action brought against Institute in respect of any such matter as aforesaid the Contractor shall be immediately notified thereof and the Contractor shall be at liberty at his own expense, to settle any dispute or to conduct any litigation that may arise there from. Provided that the Contractor shall not be liable to indemnify the Institute if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the EE CIVIL in this behalf.

CLAUSE 24: Lump sum Provision in Tender

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the Contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates, as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the EE CIVIL payable of measurement, the EE CIVIL may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the EE CIVIL shall be final and conclusive against the Contractor with regard to any sum payable to him under the provisions of the clause.

CLAUSE 25: Action Where no specifications are Specified.

In case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standard Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturer's specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the EE CIVIL.

CLAUSE 26: With-holding and lien in respect of Sums due from Contractor

- (i) Whenever any claim, for payment of a sum of money arises out of or under the contract or against the contractor, the Institute shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Institute shall be entitled to withhold the security deposit, if any furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Institute shall be entitled to withhold and have lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the EE CIVIL pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Institute will be kept withheld or retained as such by the Institute till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause where the contractor is a partnership firm or a limited company, the Institute shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company as the case may be, whether in his individual capacity or otherwise.

- (ii) Institute shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Institute to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Institute to the contractor, without any interest thereon whatsoever.

CLAUSE 27: Lien in respect of claims in other Contracts

Any sum of money due and payable to the Contractor (including security deposit returnable to him) under this contract may be withheld or retained by way of lien by the Institute or any other contracting person or persons through EE CIVIL against any claim of the Institute or such other person or persons in respect of payment of a sum of money arising out of or under any other Contract made by the Contractor with the Institute or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Institute will be kept withheld or retained as such by the Institute or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 28: Water supply

The Contractor(s) shall make his/ their own arrangements for water required for the work as well as for drinking purpose and nothing extra will be paid for the same. This will be subject to the condition that the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of EE CIVIL. IITP will deduct a sum @ 1% of the bill amount of the items, if water for the work is used from the institute source, or else the Contractor has to make his own arrangements for water.

CLAUSE 29: Return of Surplus materials

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of Institute either by issue from Institute stocks or purchase made under orders or permits or licenses issued by Institute the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the Institute and return, if required by the EE CIVIL, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the EE CIVIL shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the EE CIVIL shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and / or for criminal breach of trust, be liable to Institute for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

CLAUSE 30: Plant & Machinery:

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

CLAUSE 31: Employment of skilled Staff.

(i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter all may be necessary for proper fulfilling of the obligations under the contract.

(ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Institute and / or the EE CIVIL and further shall furnish such other information /document as the EE CIVIL may require from time to time.

CLAUSE 32: INSURANCE OF WORKS ETC.

Contractor is required to take contractor's all risk policy or erection all risk policy (as the case may be) from an approved insurance company in the joint name with IITP and bear all costs towards the same for the full period of execution of works including the defect liability period for the full amount of contract against all loss of damage from whatever cause arising other than excepted risks for which he is responsible under the terms of the contract and in such manner

That the IITP and the contractor are covered during the period of construction of works and/or also covered during the period of defect liability for loss or damage:

a. The work and the temporary works to the full value of such works.

b. The materials, constructional plant, centering, shuttering and scaffolding materials and other Things brought to the site for their full value. Whenever required by IITP, the contractor shall produce the policy or the policies of insurance and the receipts for payment of the current premiums.

CLAUSE 33: INSURANCE UNDER WORKMEN COMPENSATION ACT:

Contractor is required to take insurance cover for a period of starting date of the work up to defect liability period under the Workman Compensation Act, 1923 amended from time to time from an approved insurance company and pay premium charges thereof. Wherever, required by IITP the contractor shall produce the policy or the policies of Insurance and the receipt of payment of the current premiums.

CLAUSE 34: Release of Security deposit after labour clearance.

Contractor has to submit an undertaking that no labour/vendor etc payment is due on their part in connection with this works. The security deposit will be released after successful completion of defect liability period and submission of clearance certificate from the concerned labour officer of the department.

CLAUSE 35: Electricity Supply

The Contractor(s) shall make his/ their own arrangements for electricity required for the work. If the contractor tends to use the electricity of IITP for the execution of the work an amount of 1% shall be deducted from all the running and final bill amount.

CLAUSE 36: Debarment clause

If the participating agencies withdraws or modifies the bids during the period of validity, or if the technically qualified L1 agency is 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, the agency will be suspended for the period of two years from being eligible to submit bids/proposals for contracts with IIT Patna.

CLAUSE 37: 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 as per the approval of the competent authority.

SCHEDULES**SCHEDULE `A`**

Schedule of quantities enclosed.

SCHEDULE `B`

Schedule of materials to be issued to the contractor.

- Nil -

SCHEDULE `C`

Tools and plants shall be hired to the contractor by the Institute.

- Nil -

SCHEDULE `D`

Extra schedule for specific requirements/ document for the work, if any.

- Nil -

SCHEDULE `E`

Schedule of components of cement, steel & other materials Labour etc. for price escalation.

- Nil -

SCHEDULE `F`

Refer to Conditions and Clauses of document.

Definitions :		
i)	EE CIVIL	Engineer In charge.
ii)	Department	Institute Works Dept
iii)	Tender Accepting Authority	Director, Indian Institute of Technology Patna
iv)	COHP	15 %
v)	Standard Schedule of Rates	(i). C.P.W.D. Delhi Schedule of Rates 2021 with up to date correction slips issued up to the date of receipt of tenders.

(vi)	Time allowed for submission of performance guarantee from the date of issue of letter of acceptance.	15 days
(vii)	Time allowed for completion of work from the date of issue of letter of acceptance.	60 days
(viii)	Authority to give fair & reasonable extension of time for completion of work.	Director, IIT Patna

SPECIAL CONDITIONS OF CONTRACT :

1.0 GENERAL:

- 1.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates, Specification of work, Drawings and any other document forming part of this contract wherever the context so requires.
- 1.2 Notwithstanding the sub-divisions of the document into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary to every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 1.3 Where any portion of the Special Conditions of Contract is repugnant to or at variance with any provisions of the General Conditions of Contract, then unless a different intention appears, the provision of the Special Conditions of Contract shall be deemed to override the provision of the General Conditions of Contract only to the extent such repugnancies or variations in the Special Conditions of Contract as are not possible of being reconciled with the provision of General Conditions of Contract.
- 1.4 The materials, design and workmanship shall satisfy the applicable standards, specifications contained herein and codes referred to. Where the Technical Specifications stipulate requirements in addition to those contained in the Standard Codes and Specifications, those additional requirements shall also be satisfied.
- 1.5 In case of contradiction between relevant Indian Standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Schedule of Prices / Rates, the following shall prevail in order of precedence:
- i) Fax of Intent, Detailed Letter of Intent/ Award along with Statement of Agreed Variations (if any) and its enclosures.
 - ii) Schedule of Prices / Rates.
 - iii) Special Conditions of Contract.
 - iv) Instructions to Bidders.
 - v) Drawings.
 - vi) Technical Specifications.
 - vii) Conditions of Contract.
 - viii) Relevant Indian Standards / Specifications.
- 1.6 The Engineer may order the Contractor to suspend any work, which in the opinion of the Engineer may be subjected to damage by the then prevailing weather conditions.
- 1.7 The decision of the Engineer-in-charge shall be final and binding on the Contractor regarding clarification of items in the schedule with respect to other sections of the contract/specifications.
- 1.8 IITP reserves the right to award the whole works to a single contractor or split the work between more than one contractor. The rates should remain firm irrespective of the above.
- 1.9 The specification shall be read in conjunction with the description of item in the schedule. The schedule of items shall have precedence over any contrary statement mentioned anywhere in the document.

2.0 TIME OF COMPLETION:

- 2.1 Time is the essence of contract. The work shall be executed strictly as per the time Schedule given in Notice Inviting Tender (NIT). All work within scope of this tender must be completed within the specified period as stipulated in the NIT from the date of order/ LOA and strictly in accordance with the construction programme to be drawn. The successful L1 bidder shall furnish his proposed time schedule within 15 days from award of LOA.

2.2 The time schedule should be in the form of PERT network considering the date of issue of Fax of intent as the zero date and should show completion of various events/activities there from.

2.3 The time schedule network shall clearly include all important events/activities regarding mobilization of earth moving equipment, procurement of construction material, setting up site laboratory, construction schedule of each dyke etc. commensurate with the overall time schedule.

3.0 SCHEDULE OF RATES:

3.1 The Schedule of Rates shall be read in conjunction with Special Conditions of Contract, General Conditions of Contract, Scope of Work, Scope of Supply, Technical Specification, Drawings and any other document forming a part of this Contract.

3.2 All expenses towards mobilization at site and demobilization including bringing all required equipment, work force, materials, dismantling/ demobilization of equipment, clearing of site etc. shall be deemed to be included in the rates quoted and no separate payments on account of such expenses shall be entertained.

4.0 Schedule of Rates to cover Royalties, Rents and Claims

The schedule of rates shall be deemed to include and cover the cost of all royalties and fees for the article, processes, protected by letters, patent or otherwise incorporated in or used in connection with the works, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the works and shall include and indemnity to the owner which the contractor hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the works of any such articles, process or charges if levied on materials, equipment or machinery to be brought to site for use on work, shall be borne by the contractor. Rate quoted shall remain firm during the entire contract period and no claim whatsoever towards escalation shall be entertained.

5.0 PROJECT SCHEDULING & MONITORING:

The successful tenderer shall submit a Bar chart within one week from date of issue of letter of acceptance.

6.0 SAFETY & SECURITY REGULATIONS:

The works under this contract are to be carried out in areas which are under use. All manpower for the work is required to get their entry passes/gate pass from the Security Office of IIT Patna. As such, Contractor is required to abide by all safety and security regulations of the Owner enforced from time to time.

7.0 Gate Passes/Entry passes

To bring manpower/materials/ equipment/ tools/ tackles etc., to Construction site the work, the Contractor has to produce challan/ proper documents to the Owner's personnel at gate. The materials shall be checked thoroughly by the Owner's personnel at Gate and recorded in their register before allowing any materials to the site. It is Contractor's responsibility to see that the recorded entry No., date, signature of Owner's authorised representative with stamp are there on the challan/ supporting documents before taking any materials into work site. In addition to above, entry of the material will be permitted only during the stipulated working hour, and more so, if consignee is available to receive the said material.

To take Contractor's materials out of the site, the Contractor has to apply with specific purpose/ reasons to the Engineer-in-Charge, attaching challan/ supporting documents signed by Company's personnel at gate during entry.

8.0 Vehicle Permit

Permits are to be obtained separately for use of vehicles/ trailers etc. at work site. The following requirements are to be met to obtain vehicle permit:

- i) Vehicle / Equipment etc., should be brought to site in good condition.
- ii) Valid Road tax certificate, fitness certificate and insurance policy from competent authority.
- ii) Valid operating/driving license of drive / operator.

10.0 SITE CLEANING:

The Contractor shall take care of cleaning the working site from time to time for easy access to work site and also from safety point of view.

The Contractor shall from time to time clear and remove all rubbish and constructions, equipment, unused materials, etc. resulting in the execution of the work. The disposal of rubbish will have to be done only in the areas earmarked by the Owner as per the direction of the Engineer-in-Charge. All streets and driveways in the work area shall be kept clear and unobstructed at all times.

Working site should be always kept cleaned up to the entire satisfaction of Engineer-in-Charge. Before handing over of any work to Owner, the Contractor in addition to other formalities to be observed as detailed in the document shall clear the site to the entire satisfaction of Engineer-in-Charge.

11.0 DRAWINGS AND DOCUMENTS:

- 11.1 The drawings accompanying the Tender Document are of indicative nature and issued for tendering purpose only. Purpose of these drawings is to enable the Bidder to make an offer in line with requirements of the Owner.
- 11.2 These are preliminary drawings for tender purpose only and are by no means the final drawings or show the full range of the work under the scope. Work has to be carried out on the basis of the drawings marked, "Released for Construction" with additions, alterations and modifications made from time to time and also according to any other that would be supplied to the contractor progressively during execution of the work.
- 11.3 However, no extra claim whatsoever, shall be entertained for variation in the "Approved for Construction" and "Tender Drawings" regarding any changes/ units. Construction shall be as per drawings/ specifications issued/ approved by Engineer-in-Charge during the course of execution of work. The quoted rates shall be deemed to include cost of preparation and submission of fabrication drawings as specified elsewhere in the Tender Document for review and approval of Engineer-in-Charge. It is however, clearly agreed by the Contractor that review and approval of the drawings by Engineer-in-charge shall not absolve the Contractor of his responsibility to carry out the work as per specifications.

12.0 SCOPE OF SUPPLY BY THE CONTRACTOR:

- 12.1 Scope of supply shall be as detailed in Specification of this Tender Document.
- 12.2 However, the procurement and supply of all other materials (except those covered in Owner's scope of supply), consumables etc. including necessary tools & tackles required for the completion of work shall be the responsibility of Contractor and the quoted price shall be deemed to include cost towards the same.

All materials, consumables, testing appliances, tools and tackles necessary for completing the work except those specified in Clause. 27 above should be procured and supplied by the Contractor at his own cost.

- 12.3 Debris generated by the Contractor shall be disposed of by the Contractor at his own cost in the areas earmarked by the Owner as per the direction of the Engineer-in-Charge.

13.0 ADDITIONAL WORKS/EXTRA WORKS:

IITP (OWNER) reserves their right to execute any additional works/ extra works, during the execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the Contractor. In the event of such decisions taken by OWNER / EIC, Contractor is required to extend necessary cooperation, and act as per the instruction of Engineer-in-Charge.

14.0 INSPECTION OF SUPPLY ITEMS:

All inspection and test on bought out items if any shall be made as required by specifications forming part of this contract. Various stages of inspection and testing shall be identified after receipt of Quality Assurance Programme from the Contractor / manufacturer.

Inspection calls shall be given for association of OWNER/ EIC as per mutually agreed programme in prescribed Performa with 07 days margin, giving details of equipment and attaching relevant test certificates and internal inspection report of the Contractor. All drawings, general arrangement and other contract drawings, specifications, catalogues etc., pertaining to equipment offered for inspection shall be got approved by OWNER/ EIC and copies shall be made available to OWNER / EIC beforehand for undertaking inspection. The Contractor shall ensure full and free access to the inspection engineer of OWNER/ EIC at the Contractor or their sub-Contractor's premises at any time during contract period to facilitate him to carry out inspection and testing assignments.

The Contractor shall provide all instruments, tools, necessary testing and other inspection facilities to inspection engineer of OWNER/ EIC free of cost for carrying out inspection.

Where facilities for testing do not exist in the Contractor's laboratories, samples and test pieces shall be drawn by the Contractor in the presence of Inspection Engineer of OWNER / EIC and duly sealed by the later and sent for tests in Government approved Test House or any other testing laboratories approved by the inspection Engineer at the Contractor's cost.

The Contractor shall comply with the instructions of the Inspection Engineer fully and with promptitude.

The Contractor shall ensure that the equipment / assemblies / component of the plant and equipment required to be inspected are not assembled and dispatched before inspection.

The Contractor shall ensure that the materials once rejected by the Engineer-In-Charge are not used in the project.

On satisfactory completion of final inspection and testing, all accepted material shall be stamped suitably and inspection Certificate shall be issued in requisite copies for all accepted items. For stage inspection and for rejected items, only inspection memo shall be issued indicating there in the details of observations and remarks. If Owner or its representative fails to inspect within 30 days after receipt of inspection notice, the Contractor may despatch material on specific approval of Owner. All inspection and test shall be made as required by the specifications forming part of this contract. Contractor shall advice EIC in writing at least fifteen days in advance of the date of final inspection/tests. Manufacturer's inspection or testing certificates for materials supplied may be considered for acceptance, at the discretion of Engineer-in-Charge. All costs towards testing etc., shall be borne by the Contractor within their quoted rates.

15.0 INSPECTION:

All materials before being utilized in works shall be inspected, by the Engineer-in-Charge or his representative. Only approved materials shall be used.

15.1 If materials sent for testing by the owner shall be carried out by Contractor at his own cost.

16.0 RESPONSIBILITY OF CONTRACTOR:

16.1 It shall be the responsibility of the Contractor to obtain the approval for any revision and/or modifications decided by the Contractor from the Owner/ Engineer-in-charge before implementation. Also such revisions and/ or modifications if accepted/ approved by the Owner/ Engineer-in-Charge shall be carried out at no extra cost to the Owner.

16.2 All expenses towards mobilisation at site and demobilisation including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.

16.3 It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipment, scaffoldings and safety gadgets, cranes and other lifting tackles, tools and appliances to perform the work in a workmanlike and efficient manner and complete all the jobs as per time schedule.

16.4 The Contractor shall acquaint himself with access availability, facilities such as railway siding, local labour etc. to provide suitable allowances in his quotation. The Contractor may have to build temporary access roads to aid his own work, which shall also be taken care while quoting for the work.

16.5 The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the Contractor's responsibility and his rates for execution of work will be inclusive of supply of all these items.

16.6 The contractor is fully responsible for bringing of materials. If any eventualities such as stoppage/ hindrance are caused by local people/ villagers so arises during the transportation or shifting of material shall be dealt by the contractor at no extra cost to the Owner.

17 MEASUREMENT OF WORK:

17.1 For all payment purposes, measurements shall be based on the execution drawings. Wherever details are not available or inadequate in the execution drawings, physical measurements shall be taken by the Contractor in the presence of representative of the Engineer-in-Charge. In such cases, payment shall be made on actual measurements. Measurements shall be made in units indicated in Schedule of Rates.

17.2 Measurement of weights shall be in metric tonnes corrected to the nearest kilogram.

17.3 Linear measurement shall be in meters corrected to the nearest centimeter.

18.0 VARIATION IN QUANTITIES:

The quantity of the various items mentioned in the schedule is estimated quantities only and may vary up to any extent or may be deleted altogether. The quoted rates of each item shall remain firm under all such circumstances. The contractor in his own interest should get an indication of the probable extent of the work to be executed under any particular item in the schedule, before undertaking any preliminary and enabling work or purchasing bought out components related to the work. No compensation shall be paid to the Contractor on this account.

19.0 COMPUTERISED CONTRACTOR'S BILLING SYSTEM:

Without prejudice to stipulation in General Conditions of Contract, Contractor shall follow the following Computerised Billing System: The bills will be prepared by the Contractor on his own PCs as per the standard formats and codification scheme proposed by the Owner. The Contractor will be provided with data entry software to capture the relevant billing data for subsequent processing. The contractor shall submit the monthly bills in two hard copies and also in soft copy incorporating all jointly accepted measurements of work done in the previous month. EIC shall verify and forward the same to Owner for further security at their end and for release of payment. If any differences in computer entry and jointly accepted measurements are found by EIC, the relevant pages shall be marked by flagging in hard copy and such bill shall be returned to the Contractor. The date of re-submission of the same after incorporating all such corrections only shall be reckoned as date of submission of the bill. The Contractor shall also ensure the correctness and consistency of data so entered with the hard copy of the bill, submitted for payment. The Contractor shall arrange necessary infrastructure facilities for following this Computerised Billing System within his quoted prices. No additional payment on account of computer hire or peripherals of consumables shall be made.

Registrar
IIT Patna

INTEGRITY PACT

To ,

.....,
.....,
.....

Sub:

NIT No. for the work

Dear Sir,

It is here by declared that IIT Patna is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the IIT Patna.

Yours faithfully

Registrar
IIT Patna

INTEGRITY PACT

To :

Executive Engineer,
.....
.....

Sub: Submission of Tender for the work of

Dear Sir,

I/We acknowledge that IIT Patna is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by IIT Patna. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, IIT Patna shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/ bid.

Yours faithfully,

(Duly authorized signatory of the Bidder)

(Note: integrity Pact to be signed in the format as available in the GCC of CPWD at the time of an agreement)

INDEMNITY BOND

On the acceptance of his tender, the contractor will be required to execute an indemnity Bond with-in 10 days of issue of work order in favour of the IIT against third party claims, civil or criminal complaints, site mishaps and other accidents or disputes, against any damages, loss or expenses due to or resulting from any negligence or breach of duty on the part of the contractor, his subcontractors or his employees and agents etc., as per the appropriate indemnity Bond attached.

Notwithstanding, any other conditions, if required to be done as per the Govt. of India rules may be added and to be executed subsequently.

EE CIVIL

INDEMNITY BOND

(On letter pad of the agency)

Know all men by these presents that I/Wedo hereby execute Indemnity Bond in favour of the IIT on thisday of2021.

WHEREAS, IIT PATNA, Registrar, have appointed.....as the Contractors for their Proposed 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 faluty 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, loss or expenses due to or resulting from any negligence or breach of duty on the part of me/us or my sub contractor’s 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 and in the course of the 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 of sub-contractor’s 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.....2021.

SIGNED AND DELIVERED BY THE

NAME AND ADDRESS

AFORESAID.....

(Contractor)

IN THE PRESWNCE OF WITNESSES:

1.

2.

AGREEMENT

This agreement made this day of day ofat Patna in the presence of witnesses

BETWEEN

Indian Institute of Technology, Patna (hereinafter referred to as the "IIT Patna" which expression shall include its administrators, successors, executors and assigns) of the ONE PART

AND

_____, (hereinafter referred to as contractor which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the OTHER PART.

WHEREAS, IIT Patna (owner), Interior works for incubation center of IIT Patna, Bihta, Bihar (hereinafter referred to as the "PROJECT") had invited e-tenders as per Tender documents vide NIT No.- IITP/IWD/AZ/____/2021___ dated _____.____._____.

AND WHEREAS _____(**Registered under Society Act Established under The Institute of Technology Amendment act 2012.**) had participated in the above referred tender vide their tender dated _____.____._____ and IIT PATNA has accepted their aforesaid tender for **Providing and installation of self-adhesive Interior works for incubation center of IIT Patna, Bihta, Bihar** on the terms and conditions contained in its Letter of Intent No. IITP/IWD/AZ/____/2021 dated _____.____._____ and the documents referred to therein, which have been unequivocally accepted by _____ (Registered under Society Act). Vide their acceptance dated _____.____._____ resulting into a contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

ARTICLE 1.0 - AWARD OF CONTRACT

1.1 SCOPE OF WORK

IIT Patna has awarded the contract to _____ (**Registered under Society Act**). for the work of **Interior works for incubation center of IIT Patna, Bihta, Bihar** on the terms and conditions in its letter of intent No. _____ dated _____.____._____ and the documents referred to therein. The award has taken effect from _____.____._____. The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the "Tender Documents" referred to in the succeeding Article.

ARTICLE 2.0 - CONTRACT DOCUMENTS

2.1 The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "Contract Documents").

- a) IIT PATNA Notice Inviting E-Tender vide NIT No IITP/IWD/AZ/____/2021___ dated _____.____._____.
- b) Bid submitted by _____ on _____.____._____, IIT, Letter of Intent No- _____ . Dated: _____.____._____.

2.1 All the aforesaid tender documents referred to in Para 2.1 above shall form an integral part of this Agreement, in so far as the same or any part thereof column, to the tender documents and what has been specifically agreed to by IIT PATNA in its Letter of Intent. Any matter inconsistent therewith, contrary or repugnant thereto or deviations taken by the Contractor in its "TENDER" but not agreed to specifically by IIT PATNA in its Letter of Intent, shall be deemed to have been withdrawn by the Contractor without any cost implication to IIT PATNA. For the sake of brevity, this Agreement along with its aforesaid contract documents and Letter of Intent shall be referred to as the "Contract".

ARTICLE 3.0 - CONDITIONS & CONVEN ANTS

- 3.1 The scope of Contract, Consideration, Terms of payments, Advance, Security Deposits, Taxes wherever applicable, Insurance, Agreed Time Schedule, Compensation for delay and all other terms and conditions contained in NIT No.-IITP/IWD/AZ/____/2021____ & Letter of Intent no. _____ dated _____._____ are to be read in conjunction with other aforesaid contract documents. The contract shall be duly performed by the contractor strictly and faithfully in accordance with the terms of this contract.
- 3.2 The scope of work shall also include all such items which are not specifically mentioned in the Contract Documents but which are reasonably implied for the satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the Letter of Intent.
- 3.3 Contractor shall adhere to all requirements stipulated in the Contract documents.
- 3.4 Timely cleaning is the essence of Contract and it shall be stringently adhered to.
- 3.5 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.
- 3.6 The total contract price for the entire scope of this contract as detailed in Letter of Intent be governed by the stipulations of the contract documents.
- 3.7 Work should be completed within the given time period otherwise penalty will be imposed.
- 3.8 The value of work awarded is Rs, _____/- and the schedule for completion of work is 60 days.
- 3.9 The Defect Liability Period will be One year from the date of completion to the satisfaction of IITP.
- 3.10 Payment terms, statutory deductions from bills, security deposit, water and electricity charges will be made as mentioned in the NIT document.

ARTICLE 4.0 - GOVERNING LAW AND JURISDICTION

- 4.1 The Laws applicable to this contract shall be the laws in force in India and jurisdiction of Patna Court (s) only.
- 4.2 Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto, if delivered against acknowledgment due or by FAX or by registered mail duly addressed to the signatories at the address mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the Competent Authorities of both the parties) on the day, month and year first above mentioned at Patna.

For and on behalf of:

For and on behalf of:

Witness		Indian Institute of Technology, Patna Witness	

Annexure-1

Name of the E-Tender: Interior works for Incubation Center of IIT Patna.

UNDERTAKING

Bid Security Declaration

To
The Registrar,
IIT Patna,

Dear Madam/Sir,

1. I/We Mr./Ms _____ authorized person to sign the bid documents for tender for **Interior works for incubation center of IIT Patna, Bihta, Bihar** 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 of time specified in the debarment clause in the tender document from being eligible to submit bids/proposals for contracts with IIT Patna.

Signature of Bidder

With seal of firm

(Name of Bidder)

Place

Date.....

FINANCIAL INFORMATION

To
Executive Engineer (Civil)
IIT Patna

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

S.No.	Financial / Accounting Year	Profit (Rs.)	Loss (Rs.)	Annual Turnover (in Rs.)
1	2017-2018			
2	2018-2019			
3	2019-2020			

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).

(Annexure – 3)

BANK SOLVENCY CERTIFICATE

Note:- Banker's certificate should be on letter head of the Bank and should not be more than 6 months older from the date of publication of tender.

Date:

To,
The Registrar
IITP - Patna

BANK SOLVENCY CERTIFICATE

We the **(Bank Name)** do hereby certify that **(Name of Firm)** having their Registered office at **(Registered Office Address)** is solvent to the extent of Rs. _____ in words _____) as disclosed by the information and records which are available with the aforesaid bank.

It is further notified that this certificate is being issued at the request of **(Name of Firm)** without attaching any risk and responsibility on our part in any respect whatsoever more particularly either as guarantor or otherwise.

Sign & Stamp of Bank Manager

Place:

Date:

Note: If Nationalized or scheduled banks give the solvency certificate other than above format that will also be accepted.

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.

Sl. No	MATERIALS	APPROVED MAKE
1.	UPVc Partition	FENESTA OR EQUIVALENT
2.	Chairs	GODREJ, FEATHERLITE, EUROTECH
3.	Plywood	CENTURYPLY, GREENPLY, DURO, KITPLY
4.	Laminate	GREEN PLY, DECOLAM, CENTURY, MERINO
5.	Cluster workstation	GODREJ OR EQUIVALENT
6.	Single workstation	GODREJ OR EQUIVALENT
7.	Fire Extinguisher	CEASEFIRE INDUSTRIES PVT LTD, UTC FIRE AND SECURITY INDIA LTD, SAFEX FIRE SERVICES LTD
8.	Acrylic Paint	ASIAN, BERGER, NEROLAC, IC I DULUX
9.	Cement	LAFARGE, JK, ULTRATECH
10.	Ceramic tile	JOHNSHON, KAJARIA, SOMANY
11.	Laminated wooden flooring	CUSTOM
12.	CPVC pipe	SUPREME, PRINCE, FINOLEX
13.	Bib cock	JAGUAR, HINDWARE, PRAYAG
14.	Brass stop cock	JAGUAR, HINDWARE, PRAYAG
15.	Waste pipe	AASHIRWAD, PRAYAG, ETC
16.	Pre Laminated Particle board	NOVAPAN, ARCHID PLY, CENTURY, KITPLY