



INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES  
SHEIKHPURA, PATNA . 14

## Tender Document

### **SI No. :- 02**

Name of the Work: Supply, Installation, Testing and Commissioning of 20 KLD capacity Effluent Treatment Plant including maintenance and operation at IGIMS, Patna



INDIRA GANDHI INSTITUTE OF MEDICAL  
SCIENCES

SHEIKHPURA, PATNA . 14

## Eligibility Criterion Bid

Name of the Work: Supply, Installation, Testing and Commissioning of  
20 KLD capacity Effluent Treatment Plant including  
maintenance and operation at IGIMS, Patna

# VOLUME: I

# INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES, PATNA-14.

( Web Site:- [www.igims.org](http://www.igims.org))

Only through E -tendering process on website [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)

## NOTICE INVITING TENDER FOR CIVIL WORK,

### TENDER NOTICE NO :- Engg/139/civil and Electrical /E-Tender/2017-18

Tender in three bid system (eligibility criterion, Technical and Price bid) is invited through e-tendering process from eligible and qualified contractors for the following work. Intending bidders must be registered with e-procurement cell on [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in). After registration bidders will get user Id, password and digital signature which will provide an opportunity and eligibility to take part in e-tendering process.

| Sl. No. | Name of work  | Earnest Money (Rs) | Cost of Bid Document Non Refunded (Rs) | E-tendering fee (Non Refundable) Rs. | Time of completion of work |
|---------|---|--------------------|--|--------------------------------------|----------------------------|
|         | 1   | 3                  | 4                                      | 5                                    | 6                          |
| 1       | Reconditioning and up-gradation of existing 12 KLD capacity Sewage Treatment Plant including maintenance and operation at IGIMS, Patna.         | 2,00,000/-         | 10000/-                                | 1180/-                               | 120 Days                   |
| 2       | Supply, Installation, Testing and Commissioning of 20 KLD capacity Effluent Treatment Plant including maintenance and operation at IGIMS, Patna | 50,000/-           | 2500/-                                 | 1180/-                               | 120Days                    |

Time schedule is as follows :-

|     |   |   |
|-----|---|---|
| 01. | Date/Time for obtaining BOQ (Only on <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a> )   | 25/01/2018 to 15/02/2018 till 3.00 PM   |
| 02. | Last date/ time for submission of complete tender/quotation Document (Only on <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a> )    | 16/02/ 2018 till 3.00 PM  |
| 03. | Last date/ time for submission of complete tender/quotation Document Hard copy .  | 17/02/2018 till 12.30 PM in office of The Director IGIMS Patna.   |
| 04. | Date / Place of opening of tender / quotation (Eligibility criterion bid only on <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a> ) | 19/02/2018 at 3.30 PM in Conference Hall of IGIMS, Patna  |
| 05. | Date / place of opening of tender / quotation (Technical and Price bid only on <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a> )   | Date of opening of technical bid and price bid of eligible and technically viable tender respectively shall be intimated only through <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a> and on Institute web site <a href="http://www.igims.org">www.igims.org</a> . |
| 06. | Date / Place and time of pre-bid meeting  | 05/02/2018 at 3:30 PM in Conference Hall of IGIMS, Patna  |

The details can also be viewed on Institute web site. [www.igims.org](http://www.igims.org)

Sd/-  
DIRECTOR  
IGIMS, PATNA

Particulars in brief:

1. Authority to sanction the tender: Director, IGIMS, Sheikhpura, Patna-8000014.
2. Tender shall be carried out only through e-tender procedure at the website ([www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)). For any information regarding e-tender procedure, bidder may contact at Help Desk, First Floor. M/22, Bank of India Building, Road No-25, Sri Krishna Nagar, Patna-800001. and may contact also on Ph-0612-2523006, Mob. 7542028164
3. Bidder desiring to participate in the tender shall have to get registered with e-procurement. Necessary registration forms are available at the website. Bidder will get user id and password by registration. Bidder shall have to obtain DSC (Digital Signature Certificates) also. Bidder shall be able to participate in tender using user id, password, DSC and internet.
4. Bidder shall have to obtain (download) tender papers and submit (upload) their bids at the website [www.eproc.bih.gov.in](http://www.eproc.bih.gov.in)
5. Prescribed forms filled up at specified places and necessary documents shall (in hard copy) be submitted in office of the Director, IGIMS, Patna on or before the stipulated time by Regd./Speed Post/Courier. Information regarding tender opening or any corrigendum regarding tender shall be available at the website only.
6. a The cost of tender document is non-refundable and it should be Paid in the shape of Demand Draft in favor of Director, IGIMS /through E-PAYMENT MODE R.T.G.S/NEFT in Director E-tendering IGIMS, Patna A/C no. 201001258210. Indusind Bank, Branch Anishabad Patna with IFSC- INDB0000555 and The scan copy of its receipt should be uploaded in proper place of technical bid. Hard copy must be enclosed in technical bid sheet.
7. The Earnest money shall be acceptable with eligibility criterion bid in the shape of Demand Draft (DD) in favour of Director, IGIMS, Sheikhpura, Patna of any schedule bank, otherwise Tender will not be considered as responsive.
  - (a) Tender/quotation processing fee (Non Refundable as per NIT- is mandatory to be paid through on line mode i.e. Internet payment gateway (credit/debit card, net banking, NEFT/RT GS) while uploading the tender
  - (b) Bids along with necessary on line payment must be submitted through e-procurement portal [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) before the date & time specified in the N.I.T. The department does not take any responsibility for the delay/non submission of tender, quotation/ non reconciliation of on line payment caused due to non availability of internet connection, network traffic /holidays or any other reason.
8. Regarding any information of the proposed work, bidder should contact the Superintending Engineer, IGIMS Patna on any working day, before submission of bid.
9. The undersigned has right to extend or cancel the Bids without declaring any reason

Sd/-  
DIRECTOR  
IGIMS, PATNA

SECTION 1  
*INSTRUCTION TO BIDDERS*  
(ITB)

## A. GENERAL

1. Scope of Bid
  - 1.1 The Employer invites bids for the works (as defined in these documents and referred to as "the works") detailed in the table given in NIT. The bidders may submit bids for any or all of the works detailed in the table given in NIT.
  - 1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the NIT.
  - 1.3 Throughout these bidding documents, the terms 'bid' and 'tender' and their derivatives (bidder / tenderer, bid/tender, bidding/tendering, etc.) are synonymous.
2. Funds
  - 2.1 The expenditure on this project will be met as decided by the Competent Authority.
3. Eligible Bidders
  - 3.1 This Invitation for *Bids* is open to all bidders.
  - 3.2 All bidders shall provide Qualification Information and other details as per bid document.
  - 3.3 Bidders shall not be under a declaration of ineligibility for delay, failure or corrupt and fraudulent practices by any of the State Govt. or Central Govt. or Public Undertaking or any Autonomous Body.
4. Qualification of the Bidder
  - 4.1 All bidders shall provide a preliminary description of the proposed work method and schedule, including drawings and charts indicating miles stones to complete the project on time.
  - 4.2 Bids from Joint ventures are not acceptable.
  - 4.3 ELIGIBILITY CRITERION :
    - (A) Similar Experience :-

Interested tenderers, who fulfill the following eligibility criteria, shall be only eligible to participate in this Bid process.  
The contracting Firm/ Agency should have satisfactorily completed similar work as a prime contractor during the last five years, ending March 2017.  
Three similar Completed works, each costing not less than 10 Lakhs (Ten Lakhs) or completed two similar works each costing not less than 15 Lakhs (Fifteen Lakhs) or completed one similar work costing not less than 30 Lakhs (thirty lakhs).
    - (B) ELIGIBILITY OF BID

Bidders should submit (upload) Notarized and self attested copy of the following documents to evaluate their eligibility, otherwise bid will not be considered for Evaluation of Technical Bid and bid will be summarily rejected:-

      - a) Required Bank Draft in favour of Director, IGIMS against fee for Tender Papers and e-tendering fee as per instruction in N.I.T.
      - b) Required Earnest money in shape of Demand Draft in favour of Director, IGIMS.
      - c) Valid Registration with any Central/State Govt. Department/PSU of India may participate in this tender.
      - d) EPF and ESIC No. with up to date challan.
      - e) GST registration & up to date clearance certificate.

- f) Copy of PAN card.
  - g) For Electrical work, Agency OR his authorized representative should have Electrical License.
- (C) Submission of Bid :
- The bidder should submit the bid in three bid system as :
- a) Eligibility criterion Bid
  - b) Technical Bid
  - c) Financial/Price Bid

(D) EVALUATION OF BID

Bid shall be evaluated in three stages:

- a) Evaluation of eligibility criterion.
- b) Evaluation of technical bid.
- c) Evaluation of financial bid.

(E) DOCUMENTS TO ASSIGN WITH ELIGIBILITY CRITERION BID

Bidder should upload the following documents in addition to the required documents as per eligibility of bid in support of technical evaluation. Documents shall be attached in the same sequence as noted down below.

- 1) Audited Annual Financial Turnover from Chartered Accountant for the years
  - a- 2014-15
  - b- 2015-16
  - c- 2016-17
- 2) Certificates by Employer for successful completion of works or final payment certificate during last five years, from date of submission of tender, specifying.
  - a) Name of work
  - b) Employer
  - c) Location
  - d) Contract amount
  - e) Date of start
  - f) Date of completion
- 3) List of Works in hand (Existing Commitment) specifying
  - a- Name of work
  - b- Employer
  - c- Location
  - d- Contract amount
  - e- Date of start
  - f- Date of completion.
- 4) Details of financial availability:-
  - a- Undertaking on non-Judicial stamp in uploaded format for cash investment of 25% of estimated cost for this work.
- 5) Certificates in the form of Affidavit in uploaded format by the bidder for: -
  - a- Bidder never been debar/rescind for any project which was taken up by bidder
  - b- Bidder had no relative or any person directly or indirectly involved in design, execution, and supervision and testing of this tender.
- 6) Bidding Capacity statement

Bidding Capacity,  $BC = A \times N \times 3 \cdot B$

Where,

A= Maximum ATO at current price level (with 8% annual indexation)

N = Time of completion of this tendered work in years

B = Value of works in hand (Existing Commitment of Bidder)

(F) DOCUMENTS TO ASSIGN WITH TECHNICAL BID

- a) Technical specification
- b) Brand and make
- c) Drawings
- d) Details about Civil work alongwith drawing and specification if any
- e) Operation and Maintenance Manual

(G) EVALUATION OF FINANCIAL BID

- a) The financial bid of only those bidders shall be opened who will qualify in evaluation of Technical Bid.
- b) The Bidder should quote the rates for description incorporated in price bid sheet including all materials, all labour, all taxes, royalty, GST, carriage, tools and plants and contingent expenses.
- c) It will be presumed that the Bidder has carefully examined & have satisfied himself completely with: nature of works, extent of liability of the work, conditions of Tender, approved quarries, materials carriage leads, condition of the site of works, means of communication, approach road for access to the works site, availability of site, labor in connection with the completion of work etc. No claim either for cost or for extension of time will be entertained on anyone of these or similar ground.
- d) If amount of financial bid of different bidders are same, work shall be allotted by draw of lots.
- e) Any information related to tender shall be collected from the office of the related Executive Engineer or Superintending Engineer on any working day.
- f) Tender incomplete in any respect shall not be entertained.
- g) Conditional Tender shall not be entertained.

(H) CONDITIONS FOR TENDER

- i. On acceptance of tender, it will be obligatory to deposit Initial Security money @ 5% of the amount of the approved tender, in shape of Demand Draft in favour of Director, IGIMS, sheikhpura, Patna-14.
- ii. If Earnest money already deposited along with the tender is likely to form part of Initial Security Money Deposit, then the Balance Initial Security money shall be deposited to execute Agreement, within 10 (ten) days of issue of letter of acceptance of tender, failing which, the offer shall be rejected and Earnest money forfeited.
- iii. Earnest money of the unsuccessful Bidder will be refunded on request by Bidder.



- iv. Power of attorney of authorized signatory and Constitution of firm shall have to be produced by Contractor on demand.
- v. Letters issued through registered post shall be deemed to have been served to the bidder.
- vi. Notice inviting Tender and conditions for tender shall form part of Agreement.
- vii. Agreement shall be executed subject to availability of fund for the job.
- viii. Works shall be executed as per approved design and drawing and as per CPWD specifications. In case of difference of opinion on any issue, the practice laid down in B.I.S. specifications shall be followed.
- ix. No construction material or machineries will be supplied by the Department.
- x. Materials to be used in works shall be got approved in advance in writing by Engineer in Charge.
- xi. Samples of materials including concrete cubes shall have to be tested from the approved Laboratories at Contractor's cost at different stages of works as per direction of the Engineer in Charge.
- xii. No equipment or personnel will be removed from site without permission of the Engineer in Charge.
- xiii. Contractor shall keep the Construction site neat and accessible for frequent inspection of works. All facilities shall be provided by contractor for checking the works.
- xiv. Site Order Book with numbered pages and bearing the certificate of the Engineer in Charge shall have to be maintained by the Contractor at the site of work, and it will have to be produced to the Engineer in Charge, to record any instruction concerning the work. This shall be the property of the Department after the completion of work.
- xv. Undesirable person or rejected materials shall have to be removed from work site by Contractor immediately.
- xvi. The Contractor shall arrange necessary accommodation, lighting, drinking water and contingent medical aid for labors at his own cost and Contractor shall comply all labor rules prevalent in the locality.
  - i. The Contractor shall be responsible for any damage or loss to public property due to negligence of his labor or staff and the damages shall be made good at his own cost.
  - ii. Contractor shall be held responsible for any accident occurring due to negligence at works site and compensation against such accident shall be borne by contractor.
  - iii. Deduction @ 5% of the total value of each bill shall be made as Balance Security Deposit, so that, net security deposit at the last stage of payment achieves at 10 % of the total value of work done.
  - iv. No work beyond agreement shall be executed by the contractor unless ordered by the Engineer in Charge in writing in the Site Order Book and the claim for such work shall be submitted regularly in every month. If the claim is not received in the month to which it relates, it shall be treated as debarred and be disallowed.
  - v. No claim shall be entertained on account of fluctuation in rates, idle labor, non supply of materials or delays due to any other reasons.
  - vi. All required papers as per eligibility of bid & documents to assign with technical bid must be notarized for this work by Public notary.

- vii. All required papers in original must be shown by the bidder only to Executive Engineer (C)/Superintending Engineer, IGIMS on next day at 3.00 PM of opening of technical bid. In case of non production of original documents the bidders will be declared technically non responsive.
- viii. The Contractors employing trucks for carriage of materials and for other works have to comply with the rules of the Motor Vehicles Act.
- ix. The Contractor shall not be entitled to claim or for compensation, for any loss suffered by him due to (A) Natural calamities, (B) Act of enemies, (C) Transport and procurement difficulties or (D) Circumstances beyond the control of the Department.
- x. On Account of Income Tax and GST certain percentage will be deducted from the bill of the contractor as per Government Rule.
- xi. Royalty Form M and N and related Mining Challan (in original) will be produced along with each bill against minerals consumed during construction.
- xii. On non production of Royalty Clearance certificate, necessary recovery on account of royalty charges will be made from the bill of the contractor at the rate prescribed by the Mining Department.
- xiii. Work shall be executed subject to availability of land. No claim shall be entertained in this regard.
- xiv. Neither any interest shall be paid nor will any claim be entertained on account of delayed payment due to non availability of fund.
- xv. The contractor shall have to rectify at his own defective works found during checking or inspection of the higher authorities.
- xvi. On completion of works contractor shall have to remove all materials and leave the space tidy and ready for use, all as per direction of Engineer in Charge.
- xvii. Agreement of work will be executed as per F2 and all documents attached will be part of the agreement

Note:- Intending bidders should enclose/upload all required papers as per Technical Bid sheet and Financial Bid Sheet serially for easy evaluation .

- 4.4 Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent as a nominated subcontractor, where the subcontract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied.
- 4.5 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value.
- 4.6 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
  - made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
  - have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc; and/or

- participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.
5. One Bid per Bidder
    - 5.1 Each bidder shall submit only one bid for any work or one package or group. A bidder who submits or participates in more than one Bid for a package or group (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
  6. Cost of Bidding
    - 6.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.  
In case of cancellation of tender, cost of bidding document will be charged each times.
  7. Site Visit
    - 7.1 The Bidder, at the Bidder's own responsibility and risk must visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
    - 7.2. Tender documents are not transferable.
  8. Clarification of Bidding Documents
    - 8.1 Pre-bid meeting
      - 8.1.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in NIT.
      - 8.1.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
      - 8.1.3 The bidder is requested to submit any questions in writing or by fax to reach the Employer not later than one week before the meeting.
      - 8.1.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay on website.
      - 8.1.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
  9. Bid Prices
    - 9.1 The contractor shall bid for the whole work as described in Bid Document. the Bidder.
    - 9.2 The bidder shall adopt the lump sum rate method.
    - 9.3 All duties, taxes, GST and other levies payable by the contractor under the contract or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.
    - 9.4 The rate should include the cost of all seen and unseen expenditure. No claim, whatsoever, will be entertained due to non-inclusion of any such event necessary for the completion of the item of work.
  10. Currencies of Bid and Payment
    - 10.1 The units rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.
  11. Bid Validity

- 11.1 Bids shall remain valid for a period not less than 120 days after the deadline date for bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 11.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid.
- 12 Conditional tender will be rejected forthwith.

#### H. BID OPENING AND EVALUATION

13. Bid Opening
- 13.1 The Employer or their authorized representative will open first the eligibility criterion bid of all the Bidders received (except those received late), in the presence of the Bidders on website of eproc as specified in NIT. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day. Even in the case of absence of the bidder at the time of opening of bids, department will proceed ahead with the opening.
- 13.2 If any of the tenderers or their agents are not present at the time of opening, the employer will open the tender in their absence and prepare a statement and that will be binding on the absent tenderers.
- 13.3 The envelope containing "Eligibility Criterion Bid" shall be opened. The amount, form and validity of the Earnest money furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the Invitation for Bid and has not been furnished in the form specified in NIT, the remaining technical bid and the sealed financial bid will be returned to the bidder.
- 13.4
  - (i) Subject to confirmation of the bid security by the issuing Bank, the bids accompanied with valid security will be taken up for evaluation with respect to the Qualification Information and other information furnished in Bid Condition
  - (ii) After receipt of confirmation of the bid security, the bidder will be asked in writing (usually within 10 days of opening of the Technical Bid) to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects.
  - (iii) The bidders will respond in not more than 7 days of issue of the clarification letter.
  - (iv) Immediately (usually within 3 to 4 days), on receipt of these clarifications the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.
- 13.5 The evaluation of eligibility criterion bid will be done and technical bids of those bidders who full fill eligibility criteria will be opened by notifying as indicated in NIT.
- 13.6 The technical bid will be evaluated and if required, a conference in respect of technical bids shall be held on date, time and place to be notified on eproc website. The technically viable bidders will be informed about opening of their financial bids through eproc website as indicated in NIT.
- 13.7 Bidders or their representative may be present at the time of opening of "Financial Bid".
- 13.8 In case bids are invited in more than one package, the order for opening of the "Financial Bid" shall be that in which they appear in the "Invitation For Bid".
- 13.9 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in opening.
14. Process to be Confidential

- 14.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.
15. Clarification of Financial Bids
- 15.1 To assist in the examination, evaluation and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids.
- 15.2 No Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 15.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.
16. Examination of Bids and Determination of Responsiveness
- 16.1 A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 16.2 If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
17. Correction of Errors
- 17.1 "Financial Bids" determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 17.2 The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:
- (a) If the Bid price increases as a result of these corrections, the amount as stated in the bid will be the 'bid price' and the increase will be treated as rebate;
- (b) If the bid price decreases as a result of the corrections, the decreased amount will be treated as the 'bid price'
- Such adjusted bid price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Earnest money may be forfeited.
18. Evaluation and Comparison of Financial Bids
- 18.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive.

- 18.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors.
  - (b) making an appropriate adjustments for any other acceptable variations, deviations.
- 18.3 The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.
- 18.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 18.5 A bid, in the opinion of employer are unrealistically priced low and which cannot be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

#### I. AWARD OF CONTRACT

##### 19. Award Criteria

- 19.1 The Employer will award the Contract to the Bidder whose Bid has been determined
- (i) to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price; and
  - (ii) to be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The contract will in such cases be awarded to the next lowest bidder at his evaluated bid price.

##### 20. Employer's Right to Accept any Bid and to Reject any or all Bids:

The Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for the Employer's action.

##### 21. Notification of Award and Signing of Agreement

- 21.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period.
- 21.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of the performance security in accordance with the provisions of bids.
- 21.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder, after the performance security is furnished.

##### 22. Performance Security (P.S.)

- 22.1 Failure of the successful Bidder to comply with the requirements of performance security as notified in bid shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

- 23. Corrupt or Fraudulent Practices
- 23.1 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with I.G.I.M.S. Patna and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.

APPENDIX to ITB

1. Name of the Employer . I.G.I.M.S. Patna [As per NIT]
2. The last five years means for this tender  
 2012\_\_ 2013  
 2013\_\_ 2014  
 2014\_\_ 2015  
 2015\_\_ 2016  
 2016\_\_ 2017
3. The required average annual financial turn over amount during last three years is Rs. 15.00 Lakhs [As per NIT/Bid]
4. Value of similar nature work [As per NIT/Bid]
5. Price level of the financial year -2016-17
6. The pre-bid meeting will take place at office of IGIMS,Sheikhpura, Patna (address of the venue) on As per NIT/Bid
7. The eligibility criterion bids/ technical bid will be opened : As per NIT/Bid
8. Bids may be submitted only in . Lump sum Rate Method
9. The financial bid will be opened on- to be informed later on [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) (time and date)
10. The Bank Draft in favour of Director, IGIMS Payable at Patna.
11. Escalation factors (for the cost of works executed and financial figure to a common base value for works completed)
 

| Year before | Multiply factor |
|-------------|-----------------|
| One         | 1.1             |
| Two         | 1.21            |
| Three       | 1.33            |
| Four        | 1.46            |
| Five        | 1.61            |



**List of Key Personnel to be deployed on Contract Work  
(For Installation of ETP)**

| Sl. No. | Personnel*          | Qualification  | No. |
|---------|---------------------|--|-----|
| 1       | Site Engineer       | B.E. Civil + 5 Years Exp.  | 1   |
| 2       | Electrical Engineer | B.E. Electrical + 05 Years Exp. or Dip. Electrical + 07 Years Exp. | 1   |
|         | Total               |  | 2   |

MAN POWER REQUIREMENT(For Operation and Maintenance)

| SI. No. | DESCRIPTION | Education Qualification | Nos. Reqd. | Shift(s) | Total nos./day |
|---------|-------------|-------------------------|------------|----------|----------------|
| 1       | Operators   | ITI Electrician         | 1          | A        | 1              |

Note: The above Operator shall have experienced in the Operation & Maintenance of similar Effluent Treatment Plants. If required by IGIMS, Patna another category of manpower shall have to be deployed by the contractor.

SHIFT DETAILS:

General Shift - 8.00 to 16.30 Hrs %A+

(NOTE: Shift timings for the units and reliever operator duty are modifiable time to time to suit efficient Operation & Maintenance of the ETP at the discretion of IGIMS)

## BANK CERTIFICATE

This is to certify that M/s. \_\_\_\_\_ is a reputed company with a good financial standing.

If the contract for the work, namely \_\_\_\_\_ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. \_\_\_\_\_ to meet their working capital requirements for executing to the above contract during the contract period.

\_\_\_\_\_  
(Signature)

Name of Bank

Senior Bank Manager

Address of the Bank

## AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s\_\_\_\_\_ has never been blacklisted/debarred nor has abandoned any work in any government department, in India nor any contract awarded to us for such works have been rescinded, prior to the date of this bid.
3. The undersigned hereby authorises and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department Project implementing agency.
5. The undersigned also hereby certifies that we had no relative or any person directly or indirectly involved in design, execution, and supervision and testing of this tender.

\_\_\_\_\_  
(Signed by an Authorized Officer of the Firm)

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
DATE

## UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s \_\_\_\_\_  
\_\_\_\_\_ would invest a minimum cash up to 25% of the value of the work during  
implementation of the Contract.

\_\_\_\_\_  
(Signed by an Authorised Officer of the Firm)

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
DATE



INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES

SHEIKHPURA, PATNA . 14

Name of the Work: Supply, Installation, Testing and Commissioning of 20 KLD capacity Effluent Treatment Plant including maintenance and operation at IGIMS, Patna

**F2**

## CONDITIONS OF CONTRACT

### Compensation

**Clause-1.** All compensation or other sums of money payable by the contractor to I.G.I.M.S., Sheikhpura, Patna-14 under the terms of his contract may be deducted from, or paid by, the sale of a sufficient part of his security deposit, or from the interest arising therefore or any sums which may be due or may become due to the contractor by I.G.I.M.S., Patna-14 on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or Government Securities endorsed as aforesaid any sum or sums which may have been deducted from or arise by, sale of his security deposit or any part thereof.

\*The work should not be considered finished until such date as the Executive Engineer shall certify as the date on which the work is finished after necessary rectification of defects as pointed by the Executive Engineer or his authorized agent are fully completed by the contractor to the satisfaction of the Executive Engineer.

**Clause-2.** The time allowed for carrying out the work as entered in the tender shall be strictly observed by contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be carried on with all due diligence (Time being deemed to be the essence of the contract on the part of the contractor or) and the contractor shall pay as compensation an amount equal to ½% on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remain uncommenced or unfinished after the proper dates. And further to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to completed ¼<sup>th</sup> of the whole of the work before 1/4<sup>th</sup> of the whole time allowed under the contract has elapsed, one half of the work before one half of such time elapsed, and ¾ of the work before ¾ of such time has elapsed. In the event of the contractor failing to comply with this condition, he shall be liable to pay as compensation an amount equal to ½ % on the said estimated cost of the whole work for every day that the due quantity work remains incomplete, provided always, that the entire amount of compensation to be paid under the provisions of the clause shall not exceed 10% of the estimated cost of the works as shown in the tender

\*Action when whole security deposit forfeited.

**Clause-3.** In any case in which under any clause or clauses of or this contract the contractor shall have rendered him-self liable to pay compensation amounting to the whole of his security deposit in the hand of I.G.I.M.S., Patna-14 (where paid in one sum or deducted by installment) the Executive Engineer on behalf of the I.G.I.M.S., Patna-14 shall have power to adopt any of the following courses, as he may deem best suited to in the interest of the I.G.I.M.S., Sheikhpura, Patna-14.

- (a) To rescind the contract (of which written notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence) and in which case the security deposit of the contractor shall start forfeited, and be absolutely at the disposal of I.G.I.M.S., Patna-14.
- (b) To employ labour paid by the I.G.I.M.S. Patna and to supply materials to carry out the work or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by contractor under the terms of his contract, the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the Contractor.
- (c) To measure up the work of the contractor and to take such part of the work of the contract as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Executive Engineer shall be final and conclusive) shall be born and paid by the original contractor and may be deducted from any money due to him by I.G.I.M.S., Patna, under the contract or otherwise are from his Security Deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered in to any engagement, or made advances on account of or with a view, to execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, contractor shall not be entitled to recover or be paid any sum for any work there-to-fore actually performed under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid. The value so certified.

**Clause-4.** . In any case in which any of the powers, conferred upon the Executive Engineer by clause- 3 thereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute waiver of condition here and such powers shall not with standing be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer putting in force the powers vested in him under the proceeding clause he may if he so desires, take possession of all or any tool plants, materials and store, in or upon the works, or the site thereof are belonging to the contractor, or procured by him and intended to be for the execution of the work or any part thereof, paying or allowing for the same in the the contract at the account rates, or, in case of these not being applicable, at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final, otherwise the Executive Engineer may notice in writing to the contractor or his clerk of the work foreman or other authorized agent require him to remove such tools plant materials, or stores from the premises (within a time to specified in such notice) and in the event of the contractor failing to comply with any such requisition the Executive Engineer may remove them at the contractors expenses or sell them by auction or private sale on account of the contractor at his risk in all respect and the certificate or the Executive Engineer as to the expense of any such removable and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Contractor remain liable to pay compensation if action not take under clause-2

Power to take possession require removal of or sell contract plant.

**Clause- 5: -** If the contractor shall desire any extension of the time for Completion of the work, on the ground of his having been unavoidable hindered in its execution or any other ground other than those mentioned in Clause .12 (a) he shall apply in writing to the Executive Engineer within **40** days from the date of starting of the hindrance on account of which he desire such extension as aforesaid, and the Superintending Engineer shall, if in his opinion/(Which shall be final) reasonable grounds be shown thereof authorised such extension of time if any as many in his opinion be necessary are proper Executive Engineer shall at the same time inform the contractor whether he claims compensation for the delay.

Extension of Time.

**Clause-6: -** On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in Charge) of such completion, but no such certificate be given, nor shall the work be considered to be complete until the contractor shall have removed from the area of the premises (to be distinctly marked by the Executive Engineer in the site plan) on which the work shall be executed, all scaffolding, surplus materials, and rubbish and cleaned off the dirt from all wood-work, doors, windows, walls, floors of other parts of any 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, not until the work shall have been measured by the officer of the I.G.I.M.S., Patna-14, in accordance with the rules of the Institute whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirement of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion the work the Engineer-in-charge may at the expenses of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as thinks fit and clean of such dirt as aforesaid, and the contractor shall forthwith pay amount of all expenses so incurred, and shall have no claim in respect of any scaffolding or surplus materials as aforesaid, except for any sum actually released by the sale thereof.

Final Certificate

**Clause- 7: -** A bill shall be submitted by the contractor each month or before the date fixed by the Engineer-in-charge for all work executed in the previous months and the Engineer-in-charge or his subordinate shall take the requisite measurement for the purpose of having the same verified and the claim, as far as admissible adjusted, if possible before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within time fixed as aforesaid, the Engineer-in-charge or his subordinate shall measure up the said work in the presence of the contractor whose counter signature on the measurement list will be sufficient warrant; and the Engineer-in-charge or his subordinate shall prepare a bill from list which shall be binding to the contractor in all respects.

Provided that, if any balance of the 10% security is out-standing from each such payment shall be deducted so much not exceeding 5% may be necessary to make up the balance of the Security. All such intermediate payments to the contractor shall be regarded as payment by way of advance against the final payment only and not as payments for work

Payment of In terms date certificate to be regarded as advance and bill to be submitted monthly.



actually done and completed, and shall not preclude the reputing of bad unsound and imperfect or unskillful work to be removed and taken away and reconstructed or recreated, or be considered as an admission of due performance of the contractor, or any part thereof in any respect, or the actual of any claim nor shall it conclude determines or affect in way the powers of the Engineer-in-charge under these conditions or any of them as so the final settlement or adjustment of the accounts or any other way vary or affect the contract.

**Clause- 8: -** The final bill shall be prepared by the officer of the I.G.I.M.S., Patna-14 in accordance with the rules of the Institute in the presence of the contractor within the month of the date fixed for Completion of the work.

Stores supplied by  
I.G.I.M.S. Patna

**Clause- 9: -** If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-charge Stores, or if it is required that the contractor shall use certain stores to be provided by the Engineer in charge under the condition of this contract or (such materials and Stores, and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract are specified in the schedule or memorandum here to annexed) the contractor shall be supplied with such materials and stores noted in the annexed such schedules required from time to time to be used by him for the purpose of the contract.

Only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule may be set off or deducted from any sums then due or thereafter to become due to the contractor under the contract, or otherwise, or against or from the security deposit, or the proceeds of sale thereof, if the same is held in Government securities, the same or sufficient portion thereof in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Institute and shall not on any account be removed from this site of the work and shall at all times be open to inspections by the Engineer in charge. Any such materials unused and in correctly in good condition at the time of the Completion or determination of the contract shall be returned to the Engineer in Charge's Store, at the prevailing market rate or the issue rate which ever is less if by a notice in writing under his hand he shall so require but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage to or any such materials.

**Clause-10: -** The contractor shall execute the whole and every part of the work in the most substantial any workmanlike manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer in Charge and lodged in his office, and to which the contractor shall be entitled to have access at such office, for the purpose of inspection during office hours., and the contractor shall, if he so require, be entitled at his own expense to make or cause to be made copies of the specifications and of all such designs and drawings and instructions as aforesaid.

Work to be executed in accordance with specifications on drawing orders etc. Alteration in specification and design.

**Clause-11: -** Engineer-in-charge shall have power to make any alteration in for addition to the original specifications drawings, designs and instruction in that may appear to him to be necessary or advisable during the progress of and the work, the contractor shall be bound to carry out the work in accordance, with any instruction which may be given to him in writing signed by the Engineer-in-charge, and such alteration shall not invalidate the contract, and any additional work shall be carried out by the contractor on the same conditions in all respect, which he agreed to do the main work and at the same rate as are specified in the tender for the main work. The time for completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion and to the additional work includes any class of work, for which no rates is specified in this contract then such clause of work shall be carried out at the rates entered in the sanctioned schedule or rate of the locality during the period when the work is being carried on and if such last mentioned clause of work is not entered in the schedule of rate of the district then contractor shall within seven days of the date of his receipt of the order to carry out the work, inform the Engineer-in-charge rate which in his intention to charge for such class of work and if the Engineer-in charge does not agree this rate he shall be noticed in writing be

Do not invalidate contract.

at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rate shall have been determined as lastly herein before mentioned then and in such case he shall only be entitled to paid in respect of the work carried out to expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge in the event of a dispute the decision of the Superintending Engineer, I.G.I.M.S., Patna-14 will be final.

Time is contract of alteration.

Rates for work not in estimate or schedule of rates

Provided always that the contractor shall not entitled to any payment for any additional work done unless he has received an order in writing from the Engineer-in-charge for the additional work the contractor be bound to submit his claim for any additional work done during the month on or before the 15<sup>th</sup> day of following months accompanied by a copy of the order in writing of the Engineer-in-charge for the additional work and that contractor shall not be entitled to any payment in respect of such additional work if he fail to other submit his claim within the aforesaid period.

Compensation for alteration in or restriction of work to be carried out.

**Clause-12:** - If any time after the commencement of the work the Chairman, Board of Governors I.G.I.M.S., shall for any reason what so ever not require the whole there of as specified in the tender to carried out the Engineer in Charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he gave any claim for compensation by reason of any alterations having been made in the original specification drawings designs and instruction which shall involve and curtailment of the work as originally contemplated clause- 12 (a) as contained **G.O. No. 1929 Dated 11-09-1956.**

**Clause- 12-(a):** The contractor shall not be entitled to claim any compensation for loss suffered by him on account of failure or delay by or on behalf of the Institute in the supply of materials or stores which the Institute may have undertaken to supply, where such failure is due to:

(i) Natural calamities (ii) Act of enemies (iii) Transport and procurement difficulties or (iv) Circumstances beyond the control of the I.G.I.M.S., Patna-14.

In case of such failure or delay in the supply of materials or stores, or an application by the contractor within 30 days from the date of such failure or delay, such extension of time shall be granted to the contractor for completion of the work as shall appears to the Engineer to be reasonable. In accordance with the circumstances of the case. The decision of the Superintending Engineer as to the extension of time shall be accepted as final by the contractor.

Action and compensation payable in case of work.

**Clause-13:** - If it shall appear to the Engineer-in-charge or his sub . ordinate in charge of the work that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for are otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer in Charge specifying the work materials or articles complained of not standing that the same may have been inadvertently passed certified and paid for, forthwith rectify or remove and re-construct the work so specified in whole or in part as (the case require, or as) the case may remove the materials or articles so specified and provided other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer In Charge in his demand aforesaid the contractor shall be liable to pay compensation at the rate of one percent, on the amount of the estimate for everyday not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove or replace work with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

Work to be taken to inspection

**Caluse-14:** - All work under or in course of execution or executed in presence of the contractor shall at all times be open to the inspection and supervision of the Engineer In Charge and his subordinates and the contractor shall at all time during the usual working hours, and at all other times at which reasonable notice of intimation of the Engineer in Charge or his subordinate to visit the works shall have been given to the contractor, either him self to be present to receive order and instructions or have responsible agent duly credited in writing present for that purpose. Orders given to the contractor's agent all shall be considered to have the same force as if they had been given to the contractor him-self.

Contractor or responsible agents to be present.

**Caluse-15:** - The contractor shall give not less than five day notice in writing to the Engineer In Charge or his subordinate in Charge of the Work before covering up or otherwise placing beyond the reach of measurement of any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement of any work without the consent in writing of the Engineer In Charge or his

subordinate in Charge of the work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the contractor's expenses, or in default thereon no payment or allowance shall be made for such work on the materials with which the same was effected.

Notice to be taken before work covered up

**Clause-16:** - If the contractor or his work people or servants shall break deface injure or destroy any part of a building in which they may be working or any building, road, road curves, fence enclosure, water-pipes, cables, drains, electric or telephone posts or wire, trees or grassland or cultivated ground continuous on which the work or any part of it is being executed or if any damage shall happen to the work while in progress from any cause whatsoever or any imperfection become apparent in it within three months , 6 ( Six Months in the case of road work ) after a certificate final or other of its completion shall have been given by the

Engineer-in-charge as a fore seal the contractor shall make the same good at his own expense or in default the Engineer-in-charge may cause the same to be made good by other workmen and deduct the expense of which time thereafter may become due to the contractor or from his security deposit or the proceed of sale thereof or a sufficient portion there of the security deposit at the contractor shall not be refunded before the expiry of three month (six months in case of a road work) after the issue of the certificate final or otherwise of completion of work provided that in the case of a road work if in the opinion of the Engineer-in-charge behalf of the security deposit will be refundable after three months of the issue of the said certificate of completion.

Contractor liable for damage done for imperfection a months after certificate

**Clause-17:** - The contractor shall supply at his own cost all materials (accept such materials), if any as may in accordance with the contract be supplied from the Engineer in Charge's stores plants, tool appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or for the proper execution of the work whether original, altered or substituted and whether include in the specification or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer In Charge as to any matter as to which under these conditions he is entitled to be satisfied, which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charges the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer in Charge at the expenses of the contractor and the expanses may be deducted from any money due to the contractor under the contract from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear to expenses of defense of every suit, action or other proceeding at law that may be bought by any person for injury sustained owing to neglect of the above precautions, and to any pay such person which may with the consent of the contractor be paid to compromise any claim by any such person.

Contractor to supply plant ladder scaffolding etc.

And is liable for damages arising from non-provision of light fencing etc.

**Clause-18:** - No female labor shall be employed within limits of cantonment.

The contractor shall not employ for the purpose of his contract any person who is below the age of 12 (Twelve) years and shall pay to each labour for the work done by such labourer wages not less than the wages paid for similar work in the neighborhood.

Work not to be subjects.

The Executive Engineer shall have the right to Enquire in to the case and decide any complaint alleging that the wages paid by the contractor to any labour for the work done by such labour is less than the wages paid for similar work in the neighborhood.

The Officer in Charge of the work shall have the right to decide whether any labour employed by contractor is below the age of 12 (Twelve) year, and to refuse to allow any labour whom he decide to below the age of 12 (Twelve) years, to be employed by the contractor.

**Clause-19:** - The contractor shall not be assigned or subject without the written approval of the Executive Engineer. And if the contractor shall assign or subject his contract, or attempts so to do or become insolvent proceedings to make any composition with his creditors or attempt so to do or if any bribe gratuity, gift, loan, requisite, reward or advantage pecuniary of otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of his servant or agent to any public officer or person in the employ of I.G.I.M.S., Patna-14 in any way relating to his officer or employment or if such officer or

Contract may be rescinded and security deposit forfeited

person shall become in any way directly or indirectly interested in the contract the Executive Engineer may there upon by notice in writing rescind the contractor. The security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of I.G.I.M.S., Patna-14 and the same consequences shall ensure as if the contract had been rescinded under clause 3 here of in addition the contract shall not be entitled to recover or be paid to any work therefore actually performed the under the contract.

for subletting, bribes or if contractor be comes insolvent.

Such payable by way of composition to be considered reasonable compensation without reference to actual loss. Changes in constitution of firm

**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 Government without reference to the actual loss or damages sustained and thereof or not any damages shall have been sustained.

**Clause-21:** - In the case of a sender by partner, any changes in the constitution of the firm shall be forthwith notified by the contractor to the Engineer In Charge for his information.

In case of failure to notify the change in the constitution within fifteen days the Engineer in Charge may be notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of I.G.I.M.S., Patna-14 and the same consequences shall ensure as if the contract has been rescinded under clause-03- hereof and in addition the contract shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Works to be under direction of Superintending Engineer

**Clause-22:** - All work to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Superintending Engineer of the Institute for the time being who shall be entitled to direct at what point or points in and what manner they are to be commenced and from time to time carried on.

**Clause-23:** - In case of any dispute of difference shall arise between the parties or either of there upon any question relating to the meaning of the specification, designs, drawings and instructions here before mentioned or as to the quality of workmanship or materials used on the work or as to the construction of any of the conditions or any clause or things there in contained or as to any question, claim, rights of the parties or any matter or things whatsoever in any way arising out of or relating to the contract designs, drawings, specifications, estimates, instruction order of these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work of alter the completion or abondment thereof or as the breach of those contract then either party shall forth with give to the order notice of such dispute or difference and such dispute or difference shall be referred to the Superintending Engineer, I.G.I.M.S, Patna-14 and his decision thereon shall be final conclusive and binding on all the parties.

Lump sum in estimates.

**Clause-24:** - When the estimate on which a tender is made includes lump sum in respect of contract shall be entitled to payment in respect of the items or work involved of the work in question the same rates as are payable under this contract such items, for if the part of the work in question is not in the opinion of the Engineer-in-Charge, capable of measurement, the Engineer-in-Charge may at his direction pay the lump-sum amounts entered in the estimate and certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provision of this clause.

Action where no specification

**Clause-25:** - In the case of any class of work for which there is not such specification as in mentioned in rule-1, such work shall be carried out in accordance with the standard specification, and in the event of there being no standard specification, then in such case the work shall be carried out in all respect in accordance with the instructions and requirements of the Engineer-in-Charge.

Definition of Work.

**Clause: 26:** - The expression %W ork+or %W orks+where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be constructed and taken to mean the work by or virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered substituted or additional.

**Clause-27:** - The terms and conditions of agreement have been read/explained to me and I certify I clearly understand them.

**Witness**

**Contractor.**



INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES  
SHEIKHPURA, PATNA . 14

Name of the Work: Supply, Installation, Testing and Commissioning of 20 KLD capacity Effluent Treatment Plant including maintenance and operation at IGIMS, Patna

## Special Condition of Contract

## SPECIAL CONDITIONS

(For SITC of Effluent Treatment Plant)

- (i) Since the work is to be executed in a running Campus, hence, the work should be carried out in a fashion that there should not be any hindrance/disturbance to others. The area should be properly protected and barricaded, wherever required, to avoid any nuisance.
- (ii) The bidder shall ensure that all the materials to be used in the work should be offered to IGIMS for approval before dispatch to the work site.
- (iii) The contractor will provide the detail drawings and shop drawings as per the relevant items for proper execution of work and implementation of the items as per requirement and direction of Engineer-in-charge.
- (iv) The contractor has to arrange their own water and electricity for carrying out the work at site.
- (v) The materials shall be of approved make from the approved list of manufacturer/make as per approved Specification.
- (vi) The defect liability period will be of 12 months from the date of successful commissioning of the plant. The Treatment plant is to be operated and maintained for the succeeding three years after the defect liability period is over. The successful tenderer has to liaison with the local statutory authority, run, maintain, service, clean, replace the defective parts/equipment for which warranty period has expired for the period shown in the tender. It will be the sole responsibility of the successful tenderer to provide the treated water as per the stipulations in the tender.

### Mode of Payment

- (vii) No running account payment will be made to the contractor. The final payment on successful commissioning of the unit will be made to the contractor after deduction of taxes and security.
- (viii) The security so deducted will be released only after successful completion of defect liability period. During the defect liability period the contractor should take up O and M work free of cost.



## **(For Operation & Maintenance of Treatment Plant)**

1. The contractor should engage Supervisor and shift Operators for the O&M work. The Man power requirement is given in the bid document for operation & treating the sewage to the norms specified by IGIMS and dispose the treated water as directed by the Engineer-in-charge.
2. The contractor should engage additional workers in shifts and they will assist as helpers in the O&M work. They will remove away the screen rejects and process rejects regularly and help generally to keep the plant & surrounding neat and clean. They will take care of the blowers operation and the plants in the 3<sup>rd</sup> shift everyday.
3. Operation and Maintenance is to be carried out in Two shifts a day for all the activities of the plant maintaining pumps, blowers, pneumatic valves, dosing systems etc. Daily log details have to be maintained for all equipment of the plant and their performance including energy / diesel consumption, feed and permeate water qualities as instructed by IGIMS Engineer incharge. All equipment & valves may have to be operated / controlled manually also.
4. If the system is not operated for more than a shift of 8 hours due to break-down on account of other than Power Supply, non availability of effluent, Spares, etc., recovery will be made on pro rata basis as per the approved and awarded rate for O&M. The work is to be executed on all IGIMS working days including public holidays and Sundays.

Carryout preventive maintenance of the equipment like pumps, blowers valves etc as per the instructions given in the O&M manual. Attend all minor breakdowns. Materials, if any, required for repairs & maintenance of the equipment will be arranged by Contractor.

Incase of major breakdown, arrangement for removal of the motor, gearbox, blowers, pumps etc. is to be made by the contractor.

The Operator / Supervisor shall report to the IGIMS Engineer In charge about the performance & healthiness of the plant every day.

Contract supervisor or authorized person shall be responsible for all official correspondences with IGIMS.

The contractor shall depute alternate Supervisor / Mechanic / Operator if the shift Supervisor / Mechanic / Operator is on leave / absent / compensatory off.

5. Required Power and water for the Operation of the system will be arranged and charges involved will be born by the contractor.
6. Required Consumables to achieve proper result like citric acid, Sodium hypochlorite, polymer, lubricants etc., will be supplied by the contractor.
7. Raw and treated water should be tested as per approved norms and prevailing guidelines of pollution control board and other Govt. entity as per direction of E/I of IGIMS. Possible field tests have to be conducted on daily and routine basis and pollution control board approved lab tests have to be conducted atleast once in a month. All test records and results should be maintained and produced to IGIMS for its verification. Analysis should be conducted in any lab approved by Bihar State pollution control board for conducting the above said tests, within the quoted rates.
8. The contractor should maintain all monitoring records w.r.t operation and maintenance, Laboratory analysis, etc.

9. The Contractor should associate for collecting samples by statutory bodies like Central Pollution Control Board or Bihar State Pollution Control Board or others if necessary.
10. The contractor shall ensure payment of Minimum wages, Bonus to the workmen employed by him at the rate at which shall not less than the minimum wage applicable under Law from time to time.
11. PF &ESI Act should cover the workmen as applicable and payment will be made only on verification of the documents for the remittance of ESI and PF for the personnel engaged in the work
12. The contractor should submit the list and quantity of consumables and spares used every month for the verification by IGIMS.
13. The workers should be provided with personal protective equipments such as Gloves, Goggles, safety shoes, Gum boots, face masks, waste cloths, soaps, etc by the Contractor within the quoted rates.
14. The contractor should follow all procedures pertaining to safety and EMS in day to day running of the plant
15. The contractor should keep a First Aid Box with list of Aids and should be refilled as and when required.
16. During this period the contractor should take whole responsibility of the Plant operation including treatment efficiency. Any deviation from the specific performance requirement of any equipment or quality of treated effluent as per norms, the contractor shall immediately take steps to rectify the deficiency without any extra cost to the Authority.

TERMS AND CONDITIONS REGARDING COMPLIANCE WITH VARIOUS LABOUR LAWS BY THE CONTRACTORS FOR IGIMS

17. The Contractor shall not employ in connection with the work any person who has not completed 18 years of age.
18. The Contractor shall comply with statutory provisions and rules of central/Bihar State Govt. and any other law or modifications to the above or to the Rules made there under from time to time.

**WAGES**

19. The tenderer has to ensure payment of Minimum Wages as per Bihar State Minimum Wages as applicable under law from time to time for the employment in General Engineering & Hospital activities. The labourers shall be paid a minimum bonus and over time if any as per rules
20. The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month.
21. The Contractor shall ensure payment of wages to the contract labour employed by him within three days from the end of wage period in case the wage period is one week or a fortnight and in all other cases before 10<sup>th</sup> day of the following month
22. All Payment of wages shall be made on working days at the work site and during the working time and on date notified in advance. In case the work is completed before the expiry of the wage period final payment shall be made within 48 hours of the last working day.



23. Where the employment of worker is terminated by or on behalf of the Contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.

#### REGISTERS AND RECORDS AND COLLECTION OF STATISTICS

24. The following documents / formats shall be maintained by the contractor.
- a. Register of persons employed by the Contractor
  - b. Employment Card
  - c. Service Certificate
  - d. Muster Roll, Wage Register, Deduction Register, wage slip, Overtime Register, register of Fines, Register of Advances etc.,

#### WORKING HOURS AND WORKING CONDITIONS

25. No worker shall be required or allowed to work on Sunday unless he has or will have a holiday on anyone of the three days before or after the said say.
26. The Contractor shall inform IGIMS Management in the prescribed form details of the contract workers scheduled to work on Sunday, the way of rest and also indicate the substituted holiday in lieu thereof. This shall be intimated two days in advance before his workmen and booked for work Sunday.
27. The Contractor shall provide all safety devices and personal protective equipment to his workmen at his own cost and shall ensure that his workmen wear / use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.
28. The Contractor shall give four paid National Holidays to his workers, viz., 26th January, 1st May 15th August and 2nd October.
29. The Contractor shall ensure that his workmen vacate the premises after the shift is over.
30. No woman worker shall be required or allowed to work in the plant except between the hours of 6.00 A.M. and 7.00 P.M.
31. The Contractor shall comply with the provisions relating to Welfare and Health facilities as provided in the Contractor Labour (Regulation and Abolition) Act.

#### NOTICE OF ACCIDENTS

32. Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer in charge immediately and ensure the compliances of ESI / Workmen"s compensation Act, Factories Act and Rules made there under. He shall also maintain a register of accident as per the Act.
33. The Contractor shall get the contract labour engaged by him insured under Workmen's Compensation policy from general should be for the entire period of Contract. The Contract shall comply with the provisions of the Workmen"s Compensation Act 1923. (This should be read in conjunction with the provisions of ESI Act )

#### COVERAGE UNDER THE ESI ACT / PF AND MISCELLANEOUS PROVISIONS ACT

34. The contractor shall ensure that all his workmen are covered under the Employee"s State

Insurance Act and producer to IGIMS such Registration Number / Enrolment Number before executing the contract work.

35. The Contractor shall regularly pay the amount of contribution. i.e., employer's contributions as well as employee's contribution pursuant to the above scheme applicable at the time.
36. The Contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.
37. The contractor shall ensure that his workmen are covered under the EPF & Miscellaneous Provisions Act 1952 and accordingly produce to the IGIMS Management the registration / enrolment number.
38. The Contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.
39. The Contractor shall with seven days of the close of every month submit to IGIMS a statement showing the amount of contribution payable / paid for employees engaged by him or through him and shall also furnish to IGIMS such information as Principal Employer is required to furnish under the provisions of the ESI Act and PF as well as the schemes made thereunder to the authorities concerned.
40. The Contractor shall abide by all the labour and other laws applicable to contract labour / worker under this contract and shall at all times keep IGIMS indemnified against all losses, claims, prosecutions under any law.
41. In case of non-compliance of any of the provisions of the Acts and in case IGIMS having complied with the same IGIMS will be entitled to recover the same from the contractor / sub-contractor.
42. Non-exercise of any of the powers or rights available to IGIMS hereunder to under any law, shall not in any way operate as waiver thereof.
43. Mode of Payment
  - (a) The payment on pro rata basis will be made once in three months to the contractor after deduction of taxes and security.
  - (b) The security so deducted will be released only after successful hand over of the plant in running condition after expiry of O & M period.



INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES  
SHEIKHPURA, PATNA . 14

Name of the Work: Supply, Installation, Testing and Commissioning of 20 KLD capacity Effluent Treatment Plant including maintenance and operation at IGIMS, Patna

**VOLUME: II**

**PRICE BID**

## PRICE BID

NAME OF WORK: Supply, Installation, Testing and Commissioning of 20 KLD capacity Effluent Treatment Plant including maintenance and operation at IGIMS, Patna

| Sl. No | Description  | Qty | Unit  | Rate (Rs.) |          | Amount (Rs.) |
|--------|--|-----|-------|------------|----------|--------------|
|        |  |     |       | In figure  | In words |              |
| 1      | Supply, Installation, Testing and Commissioning of 20 KLD capacity Effluent Treatment Plant including maintenance and operation at IGIMS, Patna  | 1   | Set   |            |          |              |
| 2      | Operation and Maintenance (O&M) of 20 KLD capacity Effluent Treatment Plant at IGIMS premises at patna including all materials, chemicals, man power deployment in one shift to treat the Effluent from the plant. | 3   | Years |            |          |              |

Sd/-  
DIRECTOR  
IGIMS, PATNA