

**NOTICE INVITING OFFERS**

***BIRLA INSTITUTE OF TECHNOLOGY MESRA***

***PATNA CAMPUS***

***P.O. BV College, Patna - 800 014.***

FOR

**FOR FORMATION / LAYING OF  
SYNTHETIC SURFACE ASPHALT BASE FOR  
BASKETBALL COURT  
AT BIT PATNA**



# BIRLA INSTITUTE OF TECHNOLOGY

A Deemed to be University u/s 3 of UGC Act, 1956

PATNA CAMPUS

P.O. B. V. COLLEGE PATNA – 800014

Ph: 0612-2223538, Fax: 0612-2227050, <http://www.bitmesra.ac.in>

## Invitation for Offers

Ref No.: BITP/PUR/Works/B.Court/18-19/01 (Extended)

Date: 01/08/2018

BIT Mesra, established in 1955 by Mr. B M Birla, is a premier technical institute and deemed University u/s 3 of UGC Act, 1956. You are invited to submit your most competitive quotation for the Services required for Institute use.

Sl. No.	Name of the work	Duration of Contract	EMD (Rs.)	Cost of Document (Rs.)	Single/ Two / Three Bid
1.	FORMATION / LAYING OF SYNTHETIC SURFACE ASPHALT BASE FOR BASKETBALL COURT AT BIT PATNA CAMPUS.	60 Days	Rs.30,000	Rs.NIL	3 Parts

- The address for submission of Quotations and for obtaining further information:

**DIRECTOR**

**BIRLA INSTITUTE OF TECHNOLOGY, Patna Campus,**

**P.O. BV College, Patna - 800 014 (BIHAR) – INDIA**

- Cost of bidding document to be downloaded from [www.bitmesra.ac.in](http://www.bitmesra.ac.in) and the same to be deposited along with a non-refundable fee as indicated in the form of demand draft of any scheduled Bank in favour of **Birla institute of Technology** payable at **Patna**.
- Bids must be accompanied by EMD amount specified for the work in the table above in favour of **Birla institute of Technology** payable at **Patna**. EMD will have to be in anyone of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. In the event of the date specified for Quotation receipt is declared as a closed holiday, the due date for submission of Offers will be the following working day at the appointed time
- The Schedule for Submission of Quotations is as follows:-

	Date	Time in hours (IST)	Submit to / Venue
Submission of Quotations	14/01/2019	Upto 13:00 hrs	Director Office, BIT Patna
Opening of Quotations	14/01/2019	at 15:30 hrs.	

- Tenderer(s) shall enclose self-attested Xerox copy of his/her valid registration, Sales tax, Income Tax Clearance, TIN, PAN, Audited turnover, Character Certificate (Proprietorship Companies), Labour License, EPF Registration, ESIC Registration, partnership deed etc.
- The Director, BIT Patna reserves the right to accept or reject any or all Quotations / offers either in part or in full or to split the order without assigning any reasons thereof.

Sd/-  
ASSISTANT REGISTRAR

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## **SECTION-2**

# **INSTRUCTIONS TO THE BIDDERS**

## INSTRUCTIONS TO THE BIDDERS

### **1 GENERAL INSTRUCTIONS**

1.1 For the Bidding / Tender Document Purposes, 'BIT Patna' shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or Bidder or interchangeably.

1.1.1 The Bidders are advised to inspect the site before filling in and submitting the bids to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof.

1.2 The sealed bidding documents should be delivered in the office of the Director, BIT Patna by the stipulated date and time.

1.3 The tender documents may also be downloaded from this office website [www.bitmesra.ac.in](http://www.bitmesra.ac.in) Those bidders who wish to download the tender documents from the office website should furnish the Tender Document cost specified in NIT through Bank Draft/Pay Order from a Scheduled Bank alongwith the Bidding Documents and EMD.

1.4 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

1.5 **Each page of the Tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client. NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.**

1.6 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.

1.7 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.

1.8 The Bidding Company should preferably be a Limited / Private Limited Company, registered under the Companies Act, 1956.

1.9 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and BIT Patna.

1.10 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to BIT Patna. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

### **3 EARNEST MONEY DEPOSIT:**

3.1 This bids should be accompanied by an Earnest Money Deposit of **Rs.30,000/- (Rupees Thirty Thousand only)** in the form of Demand Draft of any scheduled bank. The validity of the Demand Draft must be up to 3 (three) months starting from the date of submission of the bids. The Demand Draft shall be in favour of **Birla Institute of Technology** payable at **Patna**.

3.2 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.

3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.

3.4 The bids without Earnest Money shall be summarily rejected.

3.5 No claim shall lie against BIT Patna in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

3.6 The bid security may be forfeited:

- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
- (ii) In case of successful bidder, if the bidder
  - a) Fails to sign the contract in accordance with the terms of the tender document
  - b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
  - c) Fails or refuses to honor his own quoted prices for the services or part thereof.

### **4 VALIDITY OF BIDS**

4.1 Bids shall remain valid and open for acceptance for a period of **120 days** from the last date of submission of Bids.

4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

4.3 The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

### **5 PREPARATION OF BIDS**

5.1 Language : Bids and all accompanying documents shall be in English or in Hindi

**5.2 Minimum Eligibility Criteria: PART I of the Bid; to be submitted in 1<sup>st</sup> inner sealed envelope consisting of:**

- a. **Cost of Document: Rs.NIL / EMD: Rs.30,000/-**
- b. Bid Submission Form duly signed and printed on Company's letterhead. **Annexure – A**
- c. Qualification information (Minimum Eligibility Criteria) as indicated in the Bid Document and documents as required with accordance with stipulations of bid document and any other material required to be completed and submitted by the Bidder in accordance with these instructions. All these documents are required to be signed by signatory as per format given in bid document. **Annexure –B to D**

The Qualification Information, Part I, should be kept in a separate sealed envelope, superscribed as "Minimum Eligibility Criteria for Tender No. BITP/PUR/Works/B.Court/18-19/01 Dated.....01/08/2018...." with the Name and address of the Bidder.

## **5.2 Technical Bid: PART II of the Bid; to be submitted in the 2<sup>nd</sup> sealed envelope, comprising of:**

- b. Technical Offer along with technical specifications of equipment / know-how offered drawings, pamphlets, etc., strictly in terms of tender enquiry.
- b. The Bid Document downloaded from website, signed and stamped by authorized signatory of the bidder on each page of the tender document.

The Technical Bid should then be kept in a separate sealed envelope, superscribed as "Technical Bid for Tender No. BITP/PUR/Works/B.Court/18-19/01 Dated...01/08/2018...." with the Name and address of the Bidder.

## **5.3 Financial Bid: PART III of the Bid; as per the Price Schedule as provided in the Tender Document.**

The financial bid should be kept in a separate sealed envelope, superscribed "Financial Bid for Tender No. BITP/PUR/Works/B.Court/18-19/01 Dated..01/08/2018..." with the Name and address of the Bidder.

## **6 SUBMISSION OF BIDS**

6.1 The Bidder shall submit his bid in a sealed envelope containing three separate sealed envelopes consisting of (i) Minimum Eligibility Criteria; (ii) Technical Bid and (ii) Financial Bid, clearly subscribing so and the three envelopes shall be kept in another single sealed envelope and duly superscribed.

6.2 The Bid shall be submitted not later than 1300 hours of (Date) 30/08/2018... addressed to Director, Birla Institute of Technology Mesra, Patna campus.

6.3 Bidders sending their bids through courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for couriers shall be granted.

6.4 Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However

the competent authority of the BIT Patna reserves right to extend the date / time for receipt of bids, before opening of the Technical Bids.

6.5 Late Bids : Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

## **7 BID OPENING PROCEDURE**

7.1 The Bids shall be opened in the Conference Room of BIT Patna on (Date) 14-01-2019 at 15:30 hours by the Committee authorized by the competent authority of BIT Patna in the presence of such bidders who may wish to be present or their representatives.

7.2 The financial bids of only those bidders who meet the Minimum Eligibility Criteria and selected in Technical Bid are qualified, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.

7.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the technical Bids and financial bids.

7.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.

7.5 All the presented Bidders or their representative shall be required to sign the main bid envelope to ensure the correctness of the bid.

7.6 After opening of the Bids and verifying the EMD amount, the bids shall be evaluated later to ensure that the bidders meet the minimum eligibility criteria as specified in the Tender Document.

7.7 Refusal to sign the bid envelope by the bidder or his representative, may disqualify his bid based on the decision of the Tender Opening Committee.

7.8 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bid.

7.9 Invalid Bids shall be returned on the spot, if the bidder or his representative is present. In other cases, the bids shall be dispatched by speed post to their address with the remarks of the Tender Opening Committee.

7.1 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining

## **8 CLARIFICATION ON TECHNICAL BID EVALUATION.**

8.1 The Eligibility Criteria and the technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the



bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.

8.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.

8.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

## **9 TECHNICAL BID EVALUATION**

9.1 The Minimum Eligibility Criteria, technical bid and financial bid shall be evaluated separately.

9.2 The Bidder shall be required to produce attested copies of the relevant documents in support of eligibility criteria for being considered during technical evaluation.

9.3 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. by following the procedures of para 9. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will be returned unopened.

- i. The responsiveness of the bid, i.e; receipts of duly filled, signed and accepted bid documents in complete form, including Authorisation letter.
- ii. Receipt of valid EMD with requisite amount in acceptable format.
- iii. Documents in proof of meeting the minimum eligibility criteria.
- iv. Any other documents as required to support the responsiveness of the bidder, as per tender.

9.4 The bidder who qualified in the technical evaluation stage shall only be called for opening of financial bids. Client shall intimate the bidders, the time/ venue for the financial Bid opening.

## **10 FINANCIAL BID OPENING PROCEDURE**

10.1 The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.

10.2 All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the Authorisation letter from their Companies and shall be asked to sign on all the sealed envelopes containing the Financial Bid.

10.3 Any bidder objecting to the same shall be disqualified and his financial bid shall be returned on the spot.

10.4 Absence of bidders or their authorized representatives shall not impair the legality of the process.

10.5 The final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.

10.6 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure as explained in para 11.

## **11 FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER**

11.1 The Bidder meeting the minimum eligibility criteria and quoted L-1 rates shall be deemed as the successful Bidder for further process. In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

11.2 If there is a discrepancy between words and figures, the amount in words shall prevail.

## **12 RIGHT OF ACCEPTANCE:**

12.1 BIT Patna reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of BIT Patna in this regard shall be final and binding.

12.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

12.3 The competent authority of BIT Patna reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.

12.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the BIT Patna reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.

12.5 BIT Patna may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

## **13 NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF INTENT'**

13.1 After determining the successful evaluated bidder, Client shall issue a Letter of Intent (LoI) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within Three (3) days of receipt of the same by him.

13.2 The issuance of the Letter of Intent to the bidder shall constitute an integral part and it will be a binding to the contract.

13.3 The time taken between the date of issue of Lol and Notice to Proceed shall not prevent the contractor to mobilize the man power and other resources.

#### **14 SIGNING OF CONTRACT AGREEMENT**

14.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the works and services.

14.2 Client shall prepare the draft Articles of Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.

14.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within Two (02) days of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.

14.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

#### **15 RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)**

15.1 The Earnest Money Deposit of the unsuccessful bidders in the technical Bid evaluation stage shall be returned along with their unopened financial bids within seven (07) days after opening of the eligible financial Bids.

15.2 The Earnest money Deposit of the unsuccessful bidders in the financial bid evaluation stage shall be returned within seven (07) days, on award of contract to the Successful bidder.

15.3 The Earnest money deposit of all the bidders shall be returned along with their un opened financial bids, in case of cancellation of Tender after the opening of Technical Bids and prior to opening of financial bids.

15.4 For the successful bidder the Earnest money/ Bid Security deposited in the form of Demand Draft/ECS Transfer shall be adjusted against the Performance Security/security deposit.

# **PART - I**

*(To be submitted in a separate envelope)*

## **SECTION-3**

### **MINIMUM ELIGIBILITY CRITERIA**

**&**

### **OTHER ANNEXURES**

*(To be filled up, certified by Bidders and submitted along with supporting documents)*

## 2 MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders technically.

- i. **Legal Valid Entity** : The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956, or JV/consortium, Proprietorship, Partnership, etc. A proof for supporting the legal validity of the Bidder shall be submitted.
- ii. **Registration**: The Bidder should be registered with the Income Tax, Service Tax and also registered under the labour laws - Employees Provident Fund Organization, Employees State Insurance Corporation.
- iii. **Clearance**: The Bidder should also have enclosed 3 Years ITR.
- iv. **Annual Turnover**: Average annual financial turn over on similar works should be at least 30% of contract value, during last 3 years ending 31st March of the previous financial year.
- v. **Experience**: The Bidder should have experience in the similar field of FORMATION / LAYING OF SYNTHETIC SURFACE ASPHALT BASE FOR BASKETBALL COURT to reputed organizations during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period). The bidder has to submit the relevant work experience certificates to the tune of 03 works of each 50% of estimated value / 02 works of each of 70% of the estimated value / 01 work of 100% value of the estimated value in last 7 years. Pre-qualification shall be done based on experience of successfully completed works and not on experience of work in progress.
- vi. **Financial Solvency**: Solvency Certificate from a Scheduled Bank for Minimum 40% of the estimated cost of the work.
- vii. **Manufacturer Authorization Letter**: In case the manufacturer submits the bid through its authorized dealer, the Manufacturer Authorization Letter (MAF) should be enclosed with the Technical Bid.

### Documents supporting the Minimum Eligibility Criteria

- i. In proof of having fully adhered to the minimum eligibility criteria at 2(i), attested copy of Certificates of Incorporation issued by the respective registrar of firms/companies.
- ii. In proof of having fully adhered to minimum eligibility criteria at 2(ii), attested copies of GST & PAN Registration, Service Tax Registration, EPFO Registration, ESIC Registration shall be acceptable. **Undertaking as per Annexure – to be provided additionally.**
- iii. In proof of having fully adhered to minimum eligibility criteria at 2(iii), attested copies of Last three years returns from Income Tax Department shall be acceptable.
- iv. In proof of having fully adhered to minimum eligibility criteria at 2(iv), attested copy of the audited balance sheets alongwith audit report for the completed three financial year i.e. for 2017-18, 2016-17 and 2015-16. (However, in support of 2017-18, an attested and signed copy of provisional balance sheet shall be acceptable).
- v. In proof of having fully adhered to minimum eligibility criteria at 2(v), attested copy of experience certificates for completed work / ongoing work issued by the Government Departments / PSUs / reputed organizations shall be acceptable.
- vi. Solvency Certificate from a Scheduled Bank for at least 40% of estimated value.
- vii. As provided by Bidder at Page \_\_\_\_\_.
- viii. As provided by Bidder at Page \_\_\_\_\_.
- ix. As provided by Bidder at Page \_\_\_\_\_.
- x. As provided by Bidder at Page \_\_\_\_\_.

**BID SUBMISSION FORM**

Date:

**LETTER OF BID**

To

THE DIRECTOR  
BIRLA INSTITUTE OF TECHNOLOGY MESRA  
PATNA CAMPUS  
P.O. BV College, Patna - 800 014.

Ref: Invitation for Bid No. **BITP/PUR/Works/B.Court/18-19/01**Date: **August 1, 2018.**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for providing **FORMATION / LAYING OF SYNTHETIC SURFACE ASPHALT BASE FOR BASKETBALL COURT, AT BIRLA INSTITUTE OF TECHNOLOGY MESRA, PATNA CAMPUS, P.O. BV College, Patna - 800 014.**
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.
7. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
8. I/We give the rights to the competent authority of the office of BIT Patna to forfeit the Earnest Money/ Security money deposit by me/us in case of breach of conditions of Contract.

Yours sincerely,

Authorised Signatory

(Authorised person shall attached a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation

*(To be printed on Bidder's letterhead)*

**BIDDER INFORMATION**

1. Name of Tendering Firm / Agency :  
**(Attach certificate of registration)**
  
2. Registration & incorporation particulars of the Firm / Agency
  - i. Private Limited
  - ii. Public Limited
  - iii. Any other – Please specify :
  
3. Name of Proprietor / Director(s) :
  
4. Full Address of Reg. Office (Local) :  
  
Telephone No. :  
FAX No. :  
E-Mail Address :
  
5. Full Address of Reg. Office (Corporate) :  
  
Telephone No. :  
FAX No. :  
E-Mail Address :
  
6. Bank of Firm / agency :  
with full address :  
Current Account Number :  
IFSC Code :
  
7. GST No. :  
**(Attach attested copy)**
  
8. PAN No :  
**(Attach attested copy)**
  
9. E.P.F. Registration No. :  
**(Attach attested copy)**
  
10. E.S.I. Registration No :  
**(Attach attested copy)**

# **PART - I**

*(To be submitted in a separate envelope)*

## **SECTION-4**

### **TERMS & CONDITIONS OF CONTRACT**



**DEFINITIONS**

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

AGREEMENT	The word "Agreement" and "Contract" has been used interchangeably.
VENDOR	The word "Vendor", "Contractor" and the "Successful Bidder" has been used interchangeably.
OWNER/ CLIENT / BIT	shall mean BIRLA INSTITUTE OF TECHNOLOGY MESRA, PATNA CAMPUS, P.O. BV College, Patna - 800 014.
PARTY	The word "party" means the Successful Bidder to whom the work contract has been awarded by the Client.
LETTER OF INTENT	Shall mean the intent of the Client to engage the successful bidder for providing goods and services in its premises
CONFIDENTIAL INFORMATION	shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business / assets of Client including the information having the commercial value.
TERMINATION DATE	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
TERMINATION NOTICE	Shall mean the notice of Termination given by either Party to the other Party
CONTRACTOR	shall mean the individual, firm, LLP or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or LLP or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company
APPROVAL	means approved in writing including subsequent written confirmation of previous verbal approval

BILL OF QUANTITIES OR SCHEDULE OF QUANTITIES	means the priced and completed Bill of Quantities or Schedule of Quantities forming part of the tender
CONTRACT VALUE	means the sum for which the tender is accepted as per the letter of Award
DATE OF COMMENCEMENT OF WORK	The date of start of contract shall be reckoned from 10 days after the date of issue of letter of Award, unless and until agreed otherwise
ENGINEER-IN-CHARGE	means the Engineer of BIT Patna who shall supervise and be in-charge of the work
LETTER OF AWARD	shall mean CLIENT's letter or notification conveying its acceptance of the tender subject to such conditions as may have been stated therein

### **CONDITIONS OF CONTRACT**

1. **In case the manufacturer submits the bid through its authorized dealer, the Manufacturer Authorization Letter (MAF) should be enclosed with the Technical Bid.**
2. The Contractor is responsible for the due & proper execution of all the works, terms & conditions stipulated under this Contract. He must explain the designs & satisfy himself of the feasibility.
3. The Contractor shall make no changes in the tender form or in the specifications & schedule. Contractor may however submit alternative proposals, in separate enclosures, indicating any variation whichever they feel is beneficial. Calculations, salient features, advantages, economics, layout shall back the same. Acceptance of the alternate proposal & rests will be the exclusive right of the client.
4. The Client reserves the right to accept or reject any or part of the items found inferior in quality of workmanship or / and the quality of material / goods.
5. The items etc. supplied by the vendor should be of best quality and a strict view will be taken if it is found defective at any stage during and after the delivery. In case of such lapses, the Client reserves the right of taking any action including termination of the contract without assigning any reasons whatsoever. The Client also reserve the right of imposing financial penalties for any losses caused to the Client including loss of time.
6. In case the vendor fails to cope with the workload or does not supply quality goods or dishonors the contract in any way, the contract awarded shall be liable for outright cancellation / termination summarily, without assigning any reason thereof and the security deposits and payment due to the firm, if any, shall also be forfeited. The Client is free to entrust the job to any other firm / party at the risk and expense of the defaulting vendor. In this connection, decision of the Client shall be final and binding on the vendor.
7. It will be the responsibility of the vendor to obtain delivery reports from the office / department concerned in which the items have been delivered. In the absence of delivery reports, no payment will be released.

8. The vendor / contractor shall be responsible for payment of wages / settlement of dues with workers engaged by the vendor as per prevailing labour / wage laws in Bihar State and the Client shall not be a party to any dispute between the vendor / / contractor and workers.

9. SECURITY DEPOSIT

Security Deposit shall consist of two parts:

A. PERFORMANCE SECURITY TO BE SUBMITTED AT AWARD OF WORK  
AND

B. RETENTION MONEY TO BE RECOVERED FROM RUNNING BILLS.

**A. PERFORMANCE SECURITY**

The successful bidder within fifteen days of the acceptance of the LoA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee of any scheduled banks, a sum equivalent to 5% of the accepted contract value in favour of **Birla Institute of Technology**, payable at **Patna**. The Performance Bank Guarantee shall remain in force throughout the period of the Contract. The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of works gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work. In case the contractor fails to submit the performance guarantee of the requisite amount within the stipulated period or extended period, letter of Award automatically will stand withdrawn and EMD of the contractor shall be forfeited. BIT reserves the right of forfeiture of the performance guarantee in the event of the contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. Performance guarantee shall be returned without any interest after successful completion / testing /commissioning and handing over the project to the client up to the entire satisfaction of BIT / Client.

**B. SECURITY DEPOSIT/ RETENTION MONEY**

The Security deposit or the retention money shall be deducted from each running bill of the contractor @ 5% (five per cent only) of the gross value of the Running Account bill. The Earnest money deposited in the form of Demand Draft/ECS Transfer shall be adjusted against the security deposit and further recovery of security deposit shall commence only when the upto date amount of security deposit exceeds the earnest money deductible under this clause. No Interest shall be paid on amount so deducted. The release/refund of security deposit of the contractor shall be subject to the observance/compliance of the conditions as under and whichever is later:

a) Expiry of the defect liability period in conformity with provisions contained in Defect liability clause. The expiry of defect liability period shall be extended from time to time depending upon extension of time granted by BIT.

b) The contractor produces a clearance certificate from the labour office. As soon as the work is virtually completed, the contractor shall apply for the labour clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate.

BIT reserves the right of part or full forfeiture of security deposit in addition to other claims in the event of contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

## **10. CERTIFICATES AND PAYMENTS**

### **Payment Terms:**

- a) 40% payment will be made on delivering of complete raw material required for execution of the entire project.
- b) 60% payment shall be made on successful installation and commissioning of the System/work duly certified by the authorized official of the Institute.
  - All such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract, of any part thereof in any respect or the accruing of any claim not shall it conclude.

## **11. SCHEDULE OF QUANTITIES / BILL OF QUANTITIES**

The quantities shown against the various items of work are only approximate quantities which may vary as per the actual requirement at site. No item which is not covered in the bill of quantities shall be executed by the Contractor without the approval of the CLIENT. In case any Extra/Substituted item is carried out without specific-approval, the same will not be paid.

## **12. TAXES AND DUTIES**

- Except as otherwise specifically provided in the contract, the contractor shall be liable and responsible for the payment, of all taxes, such as Goods & Services Tax, excise duty, custom duty, sales tax, Value Added Tax including the purchase tax, consignment tax, work contract tax, service tax, entry tax or any other similar tax in the state concerned, turnover tax, toll tax, octroi charges, royalty, labourcess, levy and other tax(es) or duty(ies) which may be specified by local/state/ central government from time to time on all material articles / contract job including labour which may be used for this work. The rates quoted by him in the tender in bill of quantities shall be inclusive of all taxes, duties, levies etc.
- The rate quoted by the contractor shall be deemed to be inclusive of all taxes. Tax deductions at source shall be made as per laws prevalent in the State as applicable for the work.
- The stamp duty and registration charges, if any, on the contract agreement levied by the Government or any other statutory body, shall be paid by the contractor as applicable in the state of work.

## **13. SECURED ADVANCE:**

The contractor on signing an indenture in the form specified by the Employer during the progress of the execution of the work may be paid if agreed by the Employer up to 75% of the estimated value which shall take into account the market value and contractors tendered rates for the finished items of any material which in the opinion of the Engineer is likely to be incorporated in the work within next three months, are nonperishable and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this clause are incorporated in the work the amount of such advance shall be deducted from the next payment made under any of the clause or clauses of the contract.

## **14. WARRANTY**

The contractor should be provided one year free on site comprehensive warranty for the complete work and a guarantee to be provided spares and consumables on payment for a period of three years irrespective of AMC pertaining to Resurface Basketball Court. During warranty repair / replace

without any cost any equipment / part / accessory, which become defective. During the warranty period all warranty benefits received by you from the Manufacturer, for any equipment pertaining to third parties will be passed on to the Buyer. The Buyer may invoke the bank guarantee in case the work executing firm fail to ensure rectification of defects within two weeks of the defect being intimated to firm and will ensure 100% services to be provided, during the warranty period.

#### **15. PRODUCT SUPPORT**

**The following product support clause for the item supplied will form part of the contract placed on successful Bidder:-**

(a) The Seller agrees to provide product support for the stores, assemblies/subassemblies, fitment items and consumables, Special Maintenance Tools (SMT) / Special Test Equipment (STE) subcontracted from other agencies/manufacturer by the seller for a maximum period of six years including warranty period after the delivery of items.

(b) The Seller / contractor agrees to undertake Maintenance Contract for a maximum period of seven years, extendable till the complete Engineering support package is provided by the seller.

#### **16. ESCALATION**

No claim on account of any escalation on whatsoever ground shall be entertained at any stage of works. All rates as per Bill of Quantities (BOQ) quoted by contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation shall be applicable on this contract.

#### **17. LIQUIDITY DAMAGES / COMPENSATION FOR DELAY**

If the contractor fails to complete the work within the date of completion or extended date of completion, he shall without prejudice to any other right or remedy available under the law to BIT Patna on account of such breach, pay as compensation (Liquidated Damages): half percent ( $\frac{1}{2}$  %) of the contract /Revised Contract amount whichever is less, per week of delay .

The aggregate of such compensation/ compensations shall not exceed 10% of the total contract /revised contract value and adjusted against any sum payable to the contractor under this or any other contract with BIT Patna.

- If BIT Patna is satisfied, that the works can be completed within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. If the contractor fails to complete within the further extended period, LD shall be imposed
- BIT Patna may at its sole discretion, waive the payment of compensation on request received from the contractor indicating valid and acceptable reasons if the entire work is completed within the date as specified in the contract/work order or as validly extended date without stipulating any compensation for delay.
- In case, the contractor does not achieve a particular milestone mentioned elsewhere in the tender document, or the re-scheduled milestone(s) the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount or failure to achieve a milestone, shall be automatic without any notice to the Contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

#### **18. FORECLOSURE OF CONTRACT**

BIT at any point of time can abandon/reduce scope of work by issuing a notice to the contractor and contractor shall act accordingly. The contractor has no claim for payment of compensation other than those mentioned below:-

- a. The expenditure incurred by the contractor on preliminary works.
- b. Full amount for works executed up to the date of abandonment.
- c. Materials brought out to be delivered at site, which the contractor is legally liable to pay, for the purpose of works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials.
- d. Transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

#### **19. TERMINATION OF CONTRACT**

The contract shall also stand terminated under any of the following circumstances:

- a. If the contractor being an individual in case of proprietary concern or in the case of a partnership firm, any of the partners declared insolvent as per provisions of Insolvency Act.
- b. In case of contractor being a company, its affairs are under Liquidation either by a resolution passed by the contractor's company or by an order of court.
- c. On the death of the contractor.
- d. If the contractor shall suffer an execution being levied on his / their goods, estates and allowed it to be continued for a period of 21 days.

#### **20. TIME ESSENCE OF CONTRACT & EXTENSION FOR DELAY**

The time allowed for execution of the Works as specified in the Work Award or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence from such time period as mentioned in Work Award or the date on which the Engineer-in-Charge issues written orders to commence the work.

**Within 10 (Ten) days of Letter of Award, the Contractor shall submit a Time and Progress Chart (CPM/ PERT/ Quantified Bar Chart) and get it approved by the Engineer-in-Charge.** The Chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works. It shall indicate the forecast (mile-stones) of the dates of commencement and completion of various items, trades, sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time stipulated in the Contract documents. This approved Network/ PERT Chart shall form a part of the agreement. Achievement of milestones as well as total completion has to be within the time period allowed.

#### **21. INSURANCE (CONTRACTOR ALL RISK POLICY)**

- a. The contractor is responsible for loss or damage to the work and shall at his own cost repair and make good the loss/damage to the work.
- b. The contractor/contractors shall take following insurance policies during the full contract period at his own cost:
  - i) The policy shall cover for the works and for all materials at site so that the value of the works executed and the materials at site up to date are sufficiently covered against risk of loss/damage to the extent as permissible under the law of insurance. The contractor shall arrange insurance in joint names of BIT Patna and the contractor. All premiums and other insurance charges of the said insurance policy shall be borne by the contractor
  - ii) All insurance claims and compensations payable by the insurers, shall be paid to the Employer and the same shall be released to the contractor in installments for the purpose of rebuilding or repair of the works and/or goods destroyed or damaged for which payment was received from the insurers. Policies and certificates for insurance shall be delivered by the contractor to the Engineer-in-Charge for his approval before the starting date. Alterations to the terms of insurance shall not be made without the approval of Engineer-in-Charge.
  - iii) The contractor shall at all times during the tenure of the contract indemnify BIT Patna against all claims, damages or compensation under the provision of the Workmen's

Compensation Act and shall take insurance policy covering all risk, claims, damages, or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.

c. The contractor shall ensure that the insurance policy are kept alive till full expiry of the contract by timely payment of premiums and it/they shall not be cancelled without the approval of BIT Patna and a provision is made to this effect in all policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premium shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.

d. In the event of contractor's failure to keep in force the insurance which the contractor is required to effect under the terms of the contract, BIT Patna may effect and keep in force any such insurance and pay such premium/premiums as may be necessary and recover the amount thus paid from any moneys due to the contractor.

## **22. SAFETY**

Precaution should be exercised at all times by the contractor for the protection of persons and equipment. The safety required and recommended by all applicable laws, codes, statutes and regulations shall be observed by the contractor. In case of accidents, the contractor shall be bound for compliance with all the requirements imposed by the Workmen Compensation Act or any other similar law in force & the contractor shall indemnify BIT Patna against any claim on this account.

## **23. DEFECTS LIABILITY PERIOD**

The contractor shall be responsible for the rectification of defects in the works for a period twelve months from the date of taking over of the works by BIT whichever is later. Any defects discovered and brought to the notice of the contractor forthwith shall be attended to and rectified by him at his own cost and expense. In case the contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by BIT at the cost and expense of the contractor.

## **24. FORCE MAJEURE**

Any delay in or failure to perform of either party, shall not constitute default so as to give rise to any claim for damages, to the extent such delay or failure to perform is caused by an act of God, or by fire, explosion, flood or other natural catastrophe, governmental legislation, orders or regulation etc. The time for performance of the obligation by the parties shall be deemed to be extended for a period equal to the duration of the force majeure event. Both parties shall make their best efforts to minimize the delay caused by the force majeure event. In the event of foreclosure, the contractor shall not be entitled to any compensation whatsoever. If prior to such foreclosure the contractor has brought any materials to the site, the Engineer-in-Charge shall always have the option of taking over of all such materials at their purchase price or at the local current rates, whichever is lower.

## **25. NO COMPENSATION CLAUSE**

The contractor shall have no claim whatsoever for compensation or idle charges against BIT on any ground or for any reason, whatsoever.

## **26. WATER AND ELECTRICITY**

The contractor shall make his own arrangement for Water & Electrical power for construction and other purposes at his own cost and pay requisite electricity and water charges. The contractor shall also make standby arrangement for water & electricity to ensure un-interrupted supply.

## **27. WATCH, WARD AND LIGHTING OF WORK PLACE**

The contractor shall at his own cost take all precautions to ensure safety of life and property by providing necessary barriers, OBSTRUCTIONS, lights, watchmen etc. during the progress of work as directed by Engineer-in-charge.

## **28. COMPLETION CERTIFICATE:**

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Employer and within ten days of the receipt of such notice the Engineer shall inspect the work. If there is no defect in the work the Employer shall furnish the contractor with a certificate of completion otherwise a certificate of completion indicating defects shall be issued but the work shall not be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed all the scaffolding, surplus material, rubbish, and all huts and sanitary arrangements required for his work, people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor and cleaned of the dirt, splashes, droppings of finishing items from all wood work, doors, windows, walls, floors or 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. If the contractor shall fail to comply with requirements of this clause on or before the date fixed for the completion of the work, the Employer may at the risk and cost of the contractor take action as may be think fit and the contractor shall have no claim except for any sum actually realized by the sale thereof.

#### **29. LABOUR CESS**

- The rates of the contractor shall be inclusive of labourcess. BIT PATNA shall make a recovery @ 1% on account of labourcess from each RA bill of the contractor and labourcess so recovered/deducted shall be deposited with the Labour Board of the concerned state. In case the Labour Board is not established in the state, recovery made by BIT PATNA on account of labourcess shall be retained under suspense account and will be deposited with the Labour Board at later date as & when the Labour Board is constituted in the state.
- The contractor shall also be responsible for maintaining register of beneficiaries i.e. the workers in such form as may be prescribed by the competent authority & the same shall be kept open at all reasonable times for inspection of relevant authority and officials of client / BIT PATNA.
- The contractor shall be further responsible for maintaining such register & records; giving such particulars of Building workers employed by him, the work performed by them, the number of hours of work which shall constitute a normal working day, the wages paid to them, the receipts given by them and, such other particulars in such form as may be prescribed by the authority or BIT PATNA.
- In the event of contractor failing to comply with the above clause(s) in part or in full, BIT PATNA, without prejudice to any other rights or remedy available under law or any other clause(s) of contract, shall be at absolute liberty to forfeit any sum or sums that are payable or could become payable on account of execution of contract work and decision of Engineer-in-charge shall be final & binding in this regard on the contractor.

#### **30. GOVERNING LAWS AND SETTLEMENT OF DISPUTE**

Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Client in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Patna and the decision of the arbitrator shall be final and binding on the parties.

#### **31. JURISDICTION**



The agreement shall be executed at PATNA on non-judicial stamp paper purchased in PATNA and the courts in PATNA alone will have jurisdiction to deal with matters arising there from, to the exclusion of all other courts.

# **SECTION-5**

## **APPROVED MAKES**

**ACCEPTABLE MAKES OF MATERIALS**

<b>S.No.</b>	<b>Material</b>	<b>Approved make</b>
1	Ordinary Portland/ Portland Pozzolona Cement (Grey) (43 Grade)	Ulteratech, ACC, Lafarge
2	Reinforcement Steel (TMT-Fe500) & Structural Steel	SAIL, Tata Steel Ltd. (TISCO)
3	Tubular truss/ Structural Steel	SAIL, TISCO,
4	Decking steel sheet	LYSAGHT, JSW, Ezydek of TATA, Lloyds
5	Synthetic Enamel Paint	Asian, ICI Dulux, Kansai Nerolac, Berger
6	Epoxy Paint	Asian, ICI Dulux, Kansai Nerolac, Berger

# **PART – III**

***(To be submitted in a separate envelope)***

## **SECTION-6**

# **PRICE BID**

**The Tender: Price Bid**

(To be completed by the contractor)

Description of the works: **FORMATION / LAYING OF SYNTHETIC SURFACE ASPHALT BASE FOR BASKETBALL COURT**

Ref: **BITP/PUR/Works/B.Court/18-19/01** Date: 01/08/2018

To:

Date :

BIRLA INSTITUTE OF TECHNOLOGY MESRA  
PATNA CAMPUS  
P.O. BV College, Patna - 800 014

**Subject: FORMATION / LAYING OF SYNTHETIC SURFACE ASPHALT BASE FOR BASKETBALL COURT.**

Reference: Letter No. \_\_\_\_\_ dated \_\_\_\_\_ from \_\_\_\_\_

Sir,

We offer to execute the works described in your letter referred to above in accordance with the Conditions of contract enclosed therewith at a total contract price of (Including all duties & taxes)

Rs.\*\* \_\_\_\_\_ (In figures)

Rs. \_\_\_\_\_ (In words)

This tender and your written acceptance of it shall constitute a binding contract between us. We understand & accept that you are not bound to accept the lowest tender you receive.

We hereby confirm that this tender is valid for **120** days.

Yours faithfully,

Authorized Signatory

Name & Title of Signatory : \_\_\_\_\_

Address: \_\_\_\_\_

**BIRLA INSTITUTE OF TECHNOLOGY MESRA  
PATNA CAMPUS**

**BILLOFQTY.FOR FORMATION / LAYING OF SYNTHETIC SURFACE ASPHALT BASE FOR BASKETBALL  
COURT**

Sr.No	Particulars	Unit	Qty	Rate	GST in %	GST Amt	Amount in INR
A	B	C	D	E	F	G	D X (E+G)
1	<b><u>Basketball Court</u></b> <b><u>Size: 105' x 63'</u></b>						
1.1	<p><b><u>Asphalt Base</u></b></p> <p>a) Creating slope on the existing compacted surface along with Anti termite treatment for weeds growth.</p> <p>b) Providing and laying of compacted 100WMM in one layer as per specifications and drying up and cleaning the surface for laying two layers of Asphalt.</p> <p>c) Applying Emulsion on the WMM surface</p> <p>d) Providing and laying of Compacted Bituminous Macadam (BM) layer of 30mm thickness using mix of 20mm and 12mm downsize stone with 2.5% of Bitumen.</p> <p>e) Providing and Laying Compacted Bituminous Concrete (AC) of 20mm thickness using mix of 6mm &amp; 4mm downsize stone with 3.5% Bitumen.</p> <p>f) Final layer of seal dust if required to close voids</p> <p>Note: 150mm Soil filling to be done from the existing level.</p>	Sqft	6615				
1.2	<p><b>Providing and Laying of ITF Classified 5 Layer Synthetic Acrylic Standard System. (ITF . International Tennis Federation Classified).</b></p> <p>1st layer of Acrylic Surfacer</p> <p>2nd and 3rd layer Acrylic Cushion</p> <p>4th &amp; 5th layer Acrylic Colour Line Marking as per ITF Standard</p>	Sqft	6615				

1.3	<b>Open Saucer Drain:</b> 6"-9" wide open saucer drain	rft	105				
1.4	<b>Basket Ball Post and Net:</b> BASKET BALL POST COMPLETE SET: ACRYLIC GLASS 30 mm International Ring,4"ID, 2.5mm.Thick, DOUBLE POST , 5 Ft. Projection, As per Rule Top of the Ring 10 Feet Off the Ground.	Set	1				
<b>TOTAL</b>							
<b>Add: BOCW @1%</b>							
<b>Other expenditure if any</b>							
<b>TOTAL INCLUDING GST, BOCW, TRANSPORTATION, INSTALLATION OTHER ALLIED CHARGES Etc. (ALL INCLUSIVE)</b>							

**Total Contract value: -- Rs. \_\_\_\_\_/-**

**(In words: Rupees \_\_\_\_\_ ) The rates are inclusive of all taxes, transportation, packing charges etc. Nothing shall be charged over and above these unit rates and shall remain firm.**

**Warranty:**

- a) Acrylic: \_\_\_\_ year
- b) Period of Completion: \_\_\_\_\_ days from the receipt of Letter of Intent

**Payment Terms:**

- c) 40% payment will be made on delivering of complete raw material required for execution of the entire project.
- d) 60% payment shall be made on successful installation and commissioning of the System/work duly certified by the authorized official of the Institute.

**Station : \_\_\_\_\_**

**Date : \_\_\_\_\_**

**Signature of Tenderer(s)\_\_\_\_\_**

**Name & Designation with Stamp**

# **SECTION-7**

## **STANDARD FORMATS**



**BIRLA INSTITUTE OF TECHNOLOGY  
MESRA, PATNA CAMPUS**

Letter No. \_\_\_\_\_

Date: \_\_\_\_\_

To,

M/s

Add:

Ph:

Email:

**Kind Attn.:**

**Subject : Letter of Intent Cum Notice to Proceed with **FORMATION / LAYING OF SYNTHETIC SURFACE ASPHALT BASE FOR BASKETBALL COURT.****

**References :**

1. Your Techno commercial Bid submission dated \_\_\_\_\_ bearing reference to BIT Tender No. \_\_\_\_\_ dated \_\_\_\_\_.
- 2.

Dear Sir,

With reference to your offer, for the above mentioned subject and referred set of correspondences, we are glad to issue this letter of intent and notice for commencement of works for the price to be undertaken, as per following clauses:

1. **Contract Documents** : Unless and until a formed contract ( as agreed by BIT Patna, and the contractor) is prepared and executed , the following documents will constitute a binding contractor between the parties :
  - I) Invitation of Bids ;
  - II) Instructions to the Bidders ;
  - III) General condition of the contract including any Amendment /addenda / Corrigenda there to ;
  - IV) The Bid submitted by the bidder including all its attachments and the bill of quantities ;
  - V) Technical specifications and Drawings , including any Amendment / Errata thereto:
  - VI) Agreed Quality Assurance and safety plan;
  - VII) Letter of Intent (Lol) along with its Annexure.
2. **Scope of Work**: The scope of work shall be **FORMATION / LAYING OF SYNTHETIC SURFACE ASPHALT BASE FOR BASKETBALL COURT**, which shall include all labor, material, tools, equipments and transport which may be required in transportation, entire execution and completion of the Project.

3. **Contract Price:** The estimate cost of the works for the project is INR Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) including all the taxes.
4. **Time Schedule:** The date for the commencement of work shall be \_\_\_\_\_ and the works were to be completed within \_\_\_\_\_ from the date of commencement.
5. **Terms of Payment:** Only one bill shall be prepared every \_\_\_\_\_ month which shall be based on the joint measurement by the contractor or his representative and the representative of BITPatna.
6. **Contract Performance Guarantee:** The contract performances security / guarantee shall be 5% of the contract value and due contracts, after approval of draft guarantee bond by the owner / client shall arrange to submit the bank guarantee within 15 days of acceptance of LOI.
7. **Remedying Defects:** The contractor shall make good all damages to the works or any thereof, if the damages are attributable to the contracts. This will be applicable from the date of commencement to the end of Defect Liability period. The defect rectification will be at the cost of the contractor.
8. **Work Progress:** Upon acceptance of this LOI, the engineer in charge /clients shall together with contractor, agree upon a work schedule for the execution of the project and the progress of the contract will be based on the terms of agreed schedule.

All the terms and conditions shall be as per bidding document and subsequent amendments/ clarifications issued by the client.

If any of the provisions contained in this LOI are in conflict with the provisions of Bidding documents, then the provisions of this LOI will supersede and prevail. Similarly on signing of the contract, the provisions of the contract shall supersede and prevail the provisions of this LOI.

Please return two originals (duly signed and stamped) by an authorized signatory as a token of acknowledgment and acceptance of this LOI.

For M/s \_\_\_\_\_.

For Birla Institute of Technology, Mesra, Patna Campus.

**NAME :**

**DESIGNATION:**

(Authorised Signatory)

# PERFORMANCE BANK GUARANTEE

Dated [\*]

To  
BIT

## Subject: Performance Bank Guarantee

This PERFORMANCE BANK GUARANTEE (hereinafter the "**Guarantee**") is made at [] on the [.] day of [\*] 2018

### WHEREAS

- A. [\*\*\*\*], a company incorporated under the Companies Act, 1956 having its registered office at [\*] (hereinafter referred to as the "Contractor", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) has entered into an Contractor Services Agreement dated [\*] (hereinafter such agreement, as amended and supplemented, referred to as the "Agreement") with Birla Institute of Technology, Mesra, Patna (hereinafter referred to as "BIT", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) for undertaking the project management in coordination with BIT.
- B. As per the terms and conditions of the Agreement, the Contractor is obliged to furnish to BIT an irrevocable, unconditional and automatic revolving bank guarantee from a scheduled commercial bank in India, of a value and validity as set forth hereunder.
- C. [\*] having its registered office at [\*] and a branch office at [], India, (hereinafter referred to as the "**Bank**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors), being a schedule commercial bank in India, has at the request of the Contractor, agreed to issue this performance bank guarantee, in accordance with the terms and conditions set forth hereunder, in favour of BIT.

**NOW THEREFORE**, the Bank hereby undertakes the pecuniary responsibility of the Contractor to BIT for the due performance of the Agreement and hereby issues in favour of BIT this irrevocable and unconditional performance and payment bank guarantee (hereinafter referred to as the "**Guarantee**") on behalf of the Contractor.

1. The Bank for the purpose hereof unconditionally and irrevocably undertakes to pay to BIT without any demur, reservation, caveat, protest or recourse immediately on receipt of first written demand from BIT, a sum or sums (by way of one or more claims) without BIT needing to prove or to show to the Bank grounds or reasons for such demand for the sum specified therein and notwithstanding any dispute or difference between BIT and the Contractor in respect of the performance of the Agreement or moneys payable by the Contractor to BIT or any matter whatsoever.

2. The Bank acknowledges that this Guarantee may be invoked more than once and each one of such demands by BIT of the amounts payable by the Bank to BIT shall be final, binding and conclusive evidence in respect of the amounts payable by the Contractor to BIT.
3. The Bank hereby waives the necessity for BIT from demanding the aforesaid amount or any part thereof from the Contractor and also waives any right that the Bank may have of first requiring BIT to pursue its legal remedies against the Contractor, before presenting any written demand to the Bank for payment under this Guarantee.
4. The Bank further unconditionally agrees with BIT that BIT shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time to:
  - (i) vary and/or modify any of the terms and conditions of the Agreement,
  - (ii) extend and / or postpone the time for performance of the obligations of the Contractor under the Agreement, or
  - (iii) forbear or enforce any of the rights exercisable by BIT against the Contractor under the terms and conditions of the Agreement.

and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of BIT or any indulgence by BIT to the Contractor or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.

5. The Bank's obligations under this Guarantee shall not be reduced by reason of any partial performance of the Agreement. The Bank's obligations shall not be reduced by the failure by BIT to timely pay or perform any of its obligations under the Agreement.
6. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future charges, fees, commissions, deductions whatsoever and by whom ever imposed.
7. This Guarantee shall be a continuing bank guarantee and shall not be discharged by the change in constitution of any member of the Contractor and the Guarantee shall not be affected or discharged by the liquidation, winding up, bankruptcy, reorganization, dissolution or insolvency of the Contractor or any Affiliate of the Contractor or any other circumstances whatsoever.
8. This Guarantee shall have a minimum validity of at least twelve (12) months and shall be rolled over and renewed at least three (3) months prior to its expiry so as to keep it valid until one year following the expiry or early termination of the Agreement, whichever is earlier. Provided however that in the event the Bank does not renew the Guarantee three (3) months prior to its expiry in the manner provided above, BIT shall, irrespective of due performance of other terms of the Agreement by the Contractor, have the right to encash the entire amount of the Guarantee in one or more demands: This Guarantee shall remain valid and subsisting until released by BIT in writing.
9. This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by BIT to secure the performance of the obligations of the Contractor under the Agreement.

10. The Bank agrees that BIT at its option shall be entitled to enforce this Guarantee against the Bank, as a principal debtor in the first instance without proceeding at the first instance against the Contractor or any other security/ guarantee that BIT may have.
11. The quantum of the Guarantee shall be Rs. [\*]/- (Rupees [\*]) during the first five (5) years after the EffectiveDate of the Agreement (such amount being the "**Full Amount**" of the Guarantee). In the event any portion of the Guarantee is en-cashed pursuant hereto, then immediately following such encashment, the Bank shall replenish the Guarantee to its Full Amount. In the event the Guarantee is not replenished to its Full Amount within three (3) months of its encashment in any part, BIT shall have the right to en-cash the entire Guarantee.
12. This Guarantee is subject to the laws of India. Any suit, action, or other proceedings arising out of this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of courts of **Patna**.
13. Capitalised terms not otherwise defined herein shall have their respective meanings given to such terms as set forth in the Agreement.
14. The Bank has power and authority to validly to execute and issue this Guarantee and the undersigned is duly authorised to execute and deliver this Guarantee pursuant to the power granted under \_\_\_\_\_ and its obligations under this Guarantee will be legally valid and binding and enforceable against the Bank.
15. Notices.

Any demand certificate, notice or any other communication under this Guarantee shall be (i) in writing and (ii) faxed or sent by person, or overnight courier at the following addresses:

**DIRECTOR  
BIRLA INSTITUTE OF TECHNOLOGY, MESRA  
PATNA-835 215 (BIHAR) – INDIA**

if sent by fax, when sent (with the correct answerback), (ii) if sent by person, when delivered, (iii) if sent by courier one (1) Business Day after deposit with an overnight courier, and (iv) if sent by registered letter when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not.

All such Demand Certificates, notices and communications shall be effective (i) if sent by fax, when sent (with the correct answerback), (ii) if sent by person, when delivered, (iii) if sent by courier one (1) Business Day after deposit with an overnight courier, and (iv) if sent by registered letter when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on

this , day of 2017.

In presence of (1)

(2)

## AGREEMENT FORM

This agreement made this day of (Month) (Year), between the **BIRLA INSTITUTE OF TECHNOLOGY MESRA, PATNA CAMPUS**, having its Registered Office at PO-BV College, Patna – 800 014 (hereinafter referred to as the “BIT PATNA” which expression shall include its administrators, successors, executors and assigns) of the one part and **M/s(NAME OF CONTRACTOR)** (hereinafter referred to as the ‘Contractor’ which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS, BIT PATNA(hereinafter referred to as “OWNER”), desirous of construction of **(NAME OF WORK)** (hereinafter referred to as the “PROJECT”), had invited tenders as per Tender documents vide NIT No. \_\_\_\_\_.

AND WHEREAS **(NAME OF CONTRACTOR)** had participated in the above referred tender vide their tender dated \_\_\_\_\_ and BIT PATNA has accepted their aforesaid tender and awarded the contract for **(NAME OF PROJECT)** on the terms and conditions contained in its Letter of Intent No. \_\_\_\_\_ and the documents referred to therein, which have been unequivocally accepted by **(NAME OF CONTRACTOR)** vide their acceptance letter dated \_\_\_\_\_ resulting into a contract.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

### ARTICLE 1.0 – AWARD OF CONTRACT

#### 1.1 SCOPE OF WORK

BIT PATNA has awarded the contract to **(NAME OF CONTRACTOR)** for the work of**(NAME OF WORK)** on the terms and conditions in its letter of intent No.\_\_\_\_\_ dated \_\_\_\_\_ and the documents referred to therein. The award has taken effect from **(DATE)** i.e. the date of issue of aforesaid letter of intent. The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the “Contract 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 (herein after referred to as “Contract Documents”).

a) BIT PATNA Notice Inviting Tender vide No. \_\_\_\_\_ date \_\_\_\_\_ and BIT PATNA’s tender documents consisting of:

- VIII) Invitation of Bids ;
- IX) Instructions to the Bidders ;
- X) General condition of the contract including any Amendment /addenda / Corrigenda there to ;
- XI) The Bid submitted by the bidder including all its attachments and the bill of quantities ;
- XII) Technical specifications and Drawings , including any Amendment / Errata thereto:

b) **(NAME OF CONTRACTOR)** letter proposal dated \_\_\_\_\_ and their subsequent communication:

- i) Letter of Acceptance of Tender Conditions dated \_\_\_\_\_
- ii) \_\_\_\_\_
- iii) \_\_\_\_\_

2.2 BIT PATNA's detailed Letter of Intent No. \_\_\_\_\_ dated \_\_\_\_ including Bill of Quantities, agreed time schedule, Contractor's Organisation Chart and list of Plant and Equipments submitted by Contractor.

2.3 All the aforesaid contract documents referred to in Para 2.1 and 2.2 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 BIT 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 BIT PATNA in its Letter of Intent, shall be deemed to have been withdrawn by the Contractor without any cost implication to BIT PATNA. For the sake of brevity, this Agreement alongwith its aforesaid contract documents and Letter of Intent shall be referred to as the "Contract".

### **ARTICLE 3.0 – CONDITIONS & CONVENANTS**

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 BIT PATNA's 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 Time is the essence of the Contract and it shall be strictly adhered to. The progress of work shall conform to agreed works schedule/contract documents and Letter of Intent.

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 is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), which shall be governed by the stipulations of the contract documents.

### **ARTICLE 4.0 – NO WAIVER OF RIGHTS**

4.1 Neither the inspection by BIT PATNA or the Engineer-in-Charge or any of their officials, employees or agents nor order by BIT PATNA or the Engineer-in-Charge for payment of money or any payment for or acceptance of, the whole or any part of the work by BIT PATNA or the Engineer-in-Charge nor any extension of time nor any possession taken by the Engineer-in-Charge shall operate as waiver of any provisions of the contract, or of any power herein reserved to BIT PATNA, or any right to damage herein provided, nor shall any waiver of any breach in the contract be held to be a waiver or any other or subsequent breach.

### **ARTICLE 5.0 – GOVERNING LAW AND JURISDICTION**

5.1 The Laws applicable to this contract shall be the laws in force in India and jurisdiction of Patna Court (s) only.

5.2 Notice of Default

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 below:

**DIRECTOR  
BIRLA INSTITUTE OF TECHNOLOGY MESRA, PATNA CAMPUS  
PATNA-835 215 (BIHAR) – INDIA**

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:

(NAME OF CONTRACTOR)

(Birla Institute of Technology Mesra, Patna Campus)

WITNESS:

1.

WITNESS:

1.