

INDIAN INSTITUTE OF TECHNOLOGY (INDIAN SCHOOL OF MINES)
DHANBAD
TENDER NOTICE

TENDER NO. CE/500169/17-18

DATE: 28.08.2017

“ Construction of in-situ Footings (Two) and Load Test on Cast in-situ Footings at Backfilled Open Cast Coal Mines on Heterogeneous Soil Consisting of Soil and Boulders on Jagannath coalfields and Bharatpur Coalfields Region, Orissa, India.”

The Registrar, IIT(ISM) Dhanbad invites tender in Two Bid format from the reputed firms “Construction of in-situ Footings (Two) and Load Test on Cast in-situ Footings at Backfilled Open Cast Coal Mines on Heterogeneous Soil Consisting of Soil and Boulders on Jagannath coalfields and Bharatpur Coalfields Region, Orissa, India.”

The tender documents containing detailed terms and conditions can be downloaded from Central Public Procurement Portal (<https://eprocure.gov.in>) and IIT(ISM) website (<http://iitism.ac.in>). The Technical and Financial bids duly filled up in all respects should reach the office of the Deputy Registrar (P&S), Indian Institute of Technology(Indian School of Mines), Dhanbad on or before **3 PM of 22nd September, 2017.**

Dated: 28.08.2017

Deputy Registrar

**INDIAN INSTITUTE OF TECHNOLOGY (INDIAN SCHOOL OF MINES)
DHANBAD**

TENDER NO.: CE/500169/17-18

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Sub: “Construction of in-situ Footings (Two) and Load Test on Cast in-situ Footings at Backfilled Open Cast Coal Mines on Heterogeneous Soil Consisting of Soil and Boulders on Jagannath coalfields and Bharatpur Coalfields Region, Orissa, India.”

1. Sealed tenders are invited from firms experienced in Load Test on Cast in-situ Footing, having an annual minimum turnover of Rs10 Lakhs per annum for Construction and civil works, for carrying out load test on cast-in-situ footings in Backfilled Open Cast Coal Mines in Heterogeneous Soil Consisting of Soil and Boulders in Jagannath coalfields and Bharatpur Coalfields Region, Orissa, India, subject to satisfactory performance and other conditions prescribed in the agreement.
2. The Bidding schedule, essential terms & conditions of agreement are prescribed in the Tender Document.
3. The tender details/document can also be downloaded from IIT(ISM) website: Central Public Procurement Portal (<https://eprocure.gov.in>) and IIT(ISM) website (<http://iitism.ac.in>).

The quotation/tender should be sealed and super scribed as “Construction of in-situ Footings (Two) and Load Test on Cast in-situ Footings at Backfilled Open Cast Coal Mines on Heterogeneous Soil Consisting of Soil and Boulders on Jagannath coalfields and Bharatpur Coalfields Region, Orissa, India.”

It should be sent to the ‘**Deputy Registrar (P&S), Indian Institute of Technology (ISM), Dhanbad – 826004, Jharkhand, India**’.

4. The sealed quotation/tender may also be dropped in the Tender box placed in the office of the Deputy Registrar (P&S), IIT(ISM), Dhanbad.
5. The sealed tender/quotation must reach the office of the Deputy Registrar (P&S), IIT(ISM|), Dhanbad latest by **3 PM of September 22, 2017**.
6. The quotation received after the last date and prescribed time would summarily be rejected. Quotations having incomplete information are also liable to be rejected.
7. The Registrar, IIT(ISM), Dhanbad reserves the right to reject any or all the quotation in full or part without assigning any reason there of and without giving any compensation. The decision of the Registrar in this regard shall be final and binding on all.
8. The bidders shall visit the Institute IIT(ISM) website (www.iitism.ac.in) regularly, for any amendments regarding this tender notification.

Deputy Registrar

**INDIAN INSTITUTE OF TECHNOLOGY (INDIAN SCHOOL OF MINES)
DHANBAD**

“Construction of in-situ Footings (Two) and Load Test on Cast in-situ Footings at Backfilled Open Cast Coal Mines on Heterogeneous Soil Consisting of Soil and Boulders on Jagannath coalfields and Bharatpur Coalfields Region, Orissa, India.”

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**INDIAN INSTITUTE OF TECHNOLOGY (INDIAN SCHOOL OF MINES)
DHANBAD**

TENDER DOCUMENT

FOR

“Construction of in-situ Footings (Two) and Load Test on Cast in-situ Footings at Backfilled Open Cast Coal Mines on Heterogeneous Soil Consisting of Soil and Boulders on Jagannath coalfields and Bharatpur Coalfields Region, Orissa, India.”

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Introduction

Indian Institute of Technology (ISM), Dhanbad is a fully residential premier technical institute under MHRD, GOI. Department of Civil Engineering, IIT(ISM), Dhanbad have undertaken a research and development (R&D) project titled “Constructing structures on backfilled open cast coal mines: An attempt to suggest viable methodologies” jointly with Civil Division, CMPDI, Ranchi sanctioned by Coal India Limited. In order to investigate feasibility of construction at opencast backfill, construction of in-situ footings (two) and a detailed footing load test as per IS:10042-1981, to be carried out pertaining to this R&D project.

With this objective, IIT(ISM), Dhanbad invites sealed tenders from the eligible parties for “Construction of in-situ Footings (Two) and Load Test on Cast in-situ Footings at Backfilled Open Cast Coal Mines on Heterogeneous Soil Consisting of Soil and Boulders on Jagannath coalfields and Bharatpur Coalfields Region, Orissa, India.”

Biding Schedule

The detailed schedule for the same is as follows:

1.	Availability of Bid Documents	Bid documents can be downloaded from : 1. Central Public Procurement Portal (https://eprocure.gov.in) 2. IIT(ISM) website (http://iitism.ac.in)
2.	Pre-bid Meeting	On <i>Sept 11, 2017 at 4PM</i> in the Seminar Room, Department of Civil Engineering, IIT(ISM), Dhanbad
3.	Tender Fee	Rs.1000/- (Non-refundable)
3.	Amount of Earnest Money Deposit (E.M.D)	Rs.7400/-
4.	Last date for submission of tender	<i>Latest by 3 PM of September 22,2017</i>
5.	Address for submission of tender	Deputy Registrar (P&S), Indian Institute of Technology(Indian School of Mines), Dhanbad – 826004, Jharkhand, INDIA
6.	Date and Time of Opening of Technical Bid Documents	4 P.M of 22.09.2017
7.	Venue for Opening of Technical Bid Documents.	Purchase and Store Section, IIT(ISM), Dhanbad
8.	Date and Time of Opening of Price Bid Documents	Date will be announced later on.

Note:-

- If the day falls on any Holiday, the date of any of the events mentioned above shall be on the next working day.
- It is the responsibility of the Bidder to ensure that their bids whether sent by post or by courier in the Tender Box should reach within the stipulated date & time.
- Price bids of only technically qualified tenders shall be opened in their presence on a pre-notice date and time.

SECTION-I
Instructions to Bidders

1. GENERAL

Coal S&T have sanctioned the research project entitled “Constructing structure on backfilled open cast coal mines: An attempt to suggest viable methodologies” to be executed jointly by Indian Institute of Technology (ISM), Dhanbad and Civil Engineering Division, CMPDI, Ranchi. Department of Civil Engineering, Indian Institute of Technology(ISM), Dhanbad, proposes to carry out “Construction of in-situ Footings (Two) and Load Test on Cast in-situ Footings at Backfilled Open Cast Coal Mines on Heterogeneous Soil Consisting of Soil and Boulders on Jagannath coalfields and Bharatpur Coalfields Region, Orissa, India” pertaining to the research project entitled above.

Accordingly, Indian Institute of Technology (ISM), Dhanbad, now invites bids under Two Bidding System (Technical and Commercial Bid separately) from reputed and experienced firms for carrying out “Construction of in-situ Footings (Two) and Load Test on Cast in-situ Footings at Backfilled Open Cast Coal Mines on Heterogeneous Soil Consisting of Soil and Boulders on Jagannath coalfields and Bharatpur Coalfields Region, Orissa, India.”

1.1. The total estimated cost of the work: Rs 3.70 Lakhs

1.2. The Bidder shall comply fully with the instructions contained in this Bid document. The bidder is expected to examine all instructions, sections, terms and conditions, specifications etc. in the bid documents. Failure to furnish all information, data as required by the bid documents or submission of a bid not substantially responsive to the bid documents in every respect will be at bidder’s risk and may result in the rejection of their bid.

2. SCOPE OF THE WORK

Proposed Job: “Construction of in-situ Footings (Two) and Load Test on Cast in-situ Footings at Backfilled Open Cast Coal Mines on Heterogeneous Soil Consisting of Soil and Boulders on Jagannath coalfields and Bharatpur Coalfields Region, Orissa, India.”

The proposed job pertains to the research and development project, (approximate locations are shown in Figure 1). The backfilled soil may be heterogeneous consisting of soils of varying nature and boulders and waste generated from coal extraction. At some locations the backfilled soil may have large void space. This need to be taken care in respect of construction of footings.

The footing shall be loaded using dead load Kentledges platform through a hydraulic jack (100 ton capacity). Maximum load on footing will not exceed 15 tonnes. The deformation shall be measured with 4 dial gauges (0.01 mm) in accordance with IS: 1888-1982 . For each increment of load, the deformation shall be noted after intervals of 1, 4, 10, 20, 40 and 60 minutes and thereafter at hourly intervals. Each load increment shall be kept for not less than 1 hour or up to a time when the rate of deformation gets reduced appreciably (to a value of 0.02mm/minute). The deformation shall be taken as the average of 4 dial gauges per reading. The test should be continued till a deformation of 50 mm is reached or failure occurs whichever is earlier. A minimum of eight load increments shall be applied to obtain a well-defined settlement curve.

- **Design of Footing:-**

Footing size = (1m X 1m X 0.15m)

Concrete grade: M20

Reinforcement:

16 mm dia. reinforcement @ 150 mm centre to centre, both at the top and bottom of the slab, in both of the principal directions.

- The work should be carried following the guideline available in IS: 1888-1982.

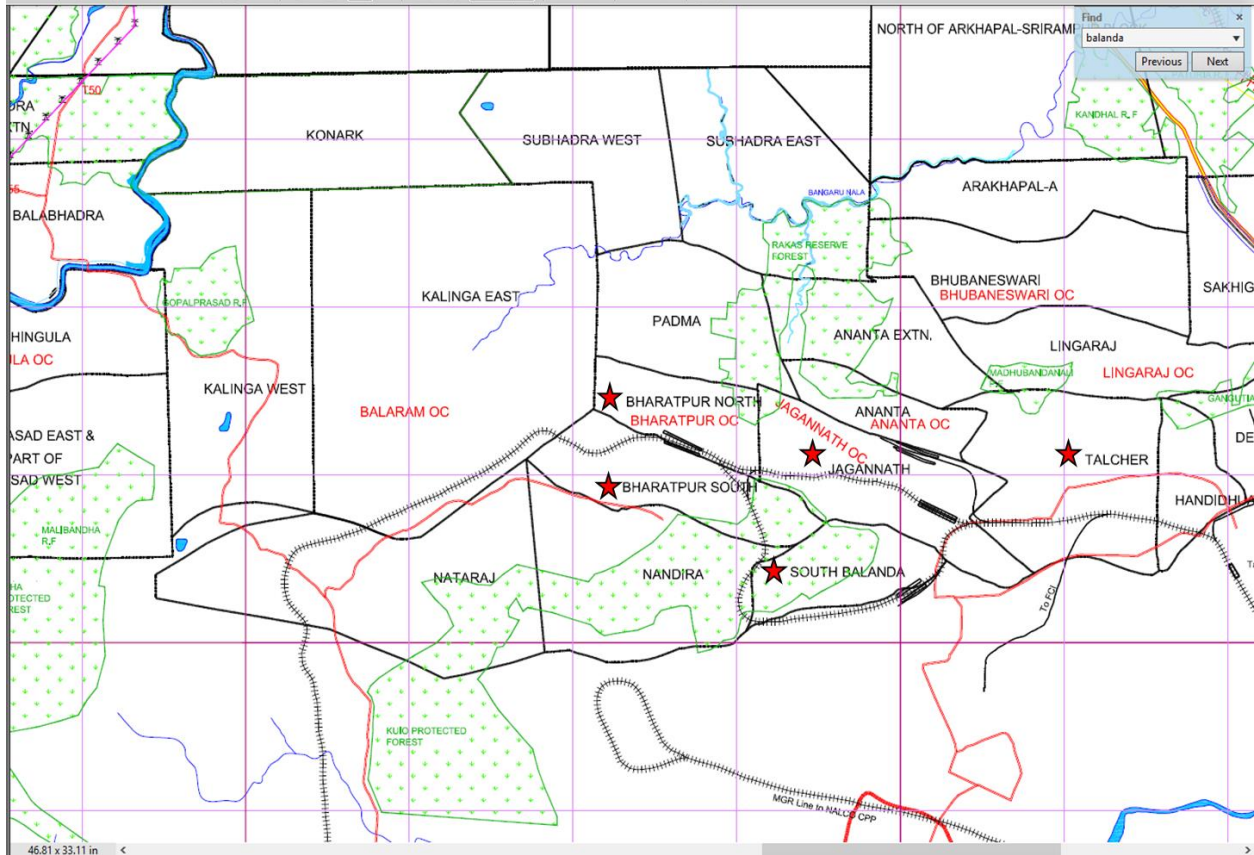


Figure 1: Site map of opencast coal fields (proposed study area)

3. ELIGIBILITY/EXPERIENCE OF THE BIDDER AND HIS PERSONNEL

- 3.1. The bidder as a company (or) registered partnership firm (or) proprietary concern should have prior experience (at least one example of work completed) of construction in soil/hard rock area or one project completed of same scope with budget of at least 10 lakhs in last 3 years. Documents evidencing to this effect is needed to be submitted.
- 3.2. The bidder should have the experience for at least Three years in similar field as stated in the “Scope of Work”.
- 3.3. The Annual Turnover of the Bidder should not be less than Rs. 10 Lakhs per annum during each year of the last three years, i.e., 2013-14, 2014-15, and 2015-16.
- 3.4. Bidder should have experienced engineers/manpower related to the job.

4. COST OF BIDDING

- 4.1. The prospective bidders shall bear all the costs associated with the preparation and submission of their bid, etc. IIT(ISM), Dhanbad in no case will be responsible or liable for these costs regardless of conduct or outcome of the bidding process.

5. PRE-BID CONFERENCE

- 5.1. A Pre-bid meeting open to all prospective bidders will be held as per the Bidding Schedule in Seminar Room of Civil Engineering Department, IIT(ISM), Dhanbad wherein the prospective bidders will have an opportunity to obtain clarifications regarding work and tender conditions.
- 5.2. The prospective bidders shall be free to ask for any additional information and clarifications concerning the work orally. The clarifications given will be common and applicable to all bidders.

6. AMMENDMENT OF TENDER DOCUMENT OR ITS PROCEEDINGS

- 6.1. The Tender Document or its proceedings may be modified or revised by IIT(ISM), Dhanbad at its own initiative by whole or a part by an amendment and will be published in the Institute Web site (www.iitismdhanbad.ac.in) from time to time.
- 6.2. No Notification in Newspapers would be made for any modification or revision of the tender document or its proceedings.
- 6.3. IIT(ISM), Dhanbad may at its own discretion extend the last date for the receipt of bids.
- 6.4. Note: It is the responsibility of the Bidder **to check the Institute website** for any updates related to this tender notification.

7. BIDDING PROCEDURE, SIGNING AND SEALING OF BIDS

Offer should be submitted under Two Bid System in two separate sealed envelopes entitled “Technical Bid Envelope” and “Commercial Bid Envelope” both enclosed in third envelope. The details are furnished below.

7.1. The bidder must submit his Bid in **two sealed envelopes** as mentioned below:

Envelope No. 1: “Technical Bid Envelope” it shall contain -

(A) Tender Fee (Non-Refundable)

The Bidder is required to submit a Demand Draft of Rs.1000/- (Rupee One Thousand only) drawn in favour of “The Registrar, Indian Institute of Technology (ISM), Dhanbad” and payable at Dhanbad” as Tender Fee (Non-Refundable). The Demand Draft must be issued by a Scheduled Bank.

(B) Earnest Money Deposit (Refundable)

The Bidder is required to submit a Demand Draft of Rs.7400/- (Rupees Seven Thousand Four Hundred only) drawn in favour of “The Registrar, Indian Institute of Technology (ISM), Dhanbad” and payable at Dhanbad” as Earnest Money Deposit. The Demand Draft must be issued by a Scheduled Bank.

(C) Documents establishing bidders eligibility (Technical Bid)

The following documents should be submitted along with the Technical Bid **in the sequence mentioned below.**

- i. The original copy of bid document duly signed on each page and serially numbered. Corrections or overwriting must be duly attested.
- ii. Proof of experience/past-performance of firm/bidder in similar works.
- iii. Training/experience certificates of crew related to similar works establishing capabilities of the personnel.
- iv. Copies of the Balance sheet for the preceding three financial year, i.e.,2013-14, 2014-15, and 2015-16 to establish the turnover of the bidder.
- v. Certificate stating that the firm, “Not blacklisted by State/Central Government agencies”.
- vi. Technical and other details except price as per bid document duly filled in and signed.
- vii. Photocopy of the Demand Draft by which Earnest Money has been submitted.
- viii. A copy of valid GST/CGST/IGST/SGST registration certificate.
- ix. Declaration of Bidder as per ANNEXURE- B.
- x. Copy of the Partnership Deed if the bidder is a Partnership Firm.
- xi. Copy of PAN Card and TIN No of the firm.
- xii. Income-Tax Certificate for the last three financial years.

- xiii. Latest GSTT Return.
- xiv. Bidder's exception if any, to Indian Institute of Technology (ISM) Dhanbad terms and conditions of the contract.
- xv. Relevant document as stated in Clause 7.4

Envelope No. 2: "Commercial Bid Envelope" which shall contain-

Duly filled prescribed Bid form (Price Bid as per ANNEXURE A) containing the Discount offered.

7.2. The Bid is liable to be rejected, if

- i. The information/documents have not been furnished as asked for in Clause - 7.1.
- ii. Bids not accompanied by Earnest Money Deposit as mentioned above will be summarily rejected.
- iii. Bids received without signature, without EMD and non-submission of the required documents will be summarily rejected at preliminary examination stage itself.
- iv. Bidders without experience as stated above will be treated as non-responsive and will be rejected.

7.3. Individual signing the Bid and other Documents must specify whether he signs as:

- i. A sole proprietor of the firm, or constituted attorney of such proprietor.
- ii. A partner of the firm, if it is a partnership firm and in this case he must have a clear legal authority to sign, answer and admit to refer disputes to arbitration.

7.4. Important Note:

- i. Bidders shall clearly indicate their legal constitution and person signing the Bid shall state his capacity as also the source of his authority to bind the Bidder. The power of Attorney or Authorization or any other document constituting adequate proof of the powers of the signatory to bind the bidder shall be annexed to the Bid. IIT(ISM), Dhanbad will reject outright any Bid unsupported by adequate proof of the signatory's authority.

- ii. The Bidder shall sign his proposal with the exact name of the firm to whom the contract is to be awarded. Executive of the Bidder's organization stating his rank/designation, enclosing a copy of his Power of Attorney to sign the Bid, shall duly sign the Bid.
- iii. The bidder shall declare in writing that neither he nor any of his associates is in any way related to any staff in IIT(ISM), Dhanbad. In case, such relation exists, the bidder must declare the same. IIT(ISM), Dhanbad may decide whether to deal with such firms who fail to comply with the above advice.
- iv. Telex/Telegraphic/Fax/Photocopy/e-Mail offer is not acceptable.
- v. Canvassing in connection with the bid is strictly prohibited and the bid submitted by the contractor who resorts to canvassing will be liable for rejection.
- vi. Failure to visit the site or failure to study the bidding documents will in no way relieve the successful bidder from furnishing any material or performing all works in accordance with the bidding documents, as a lump sum contract.
- vii. It will be imperative for each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the contract as described in the bidding document in their own interest.
- viii. It is the responsibility of the bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustments to the contract awarded under the bidding documents will be entertained by IIT(ISM), Dhanbad, and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by IIT(ISM), Dhanbad.

7.5. Sealing:

- i. Both the Technical Bid and the Commercial Bid Envelopes shall be sealed separately and shall clearly indicate "Envelope No.1 - Technical Bid" and "Envelope No.2 - Commercial Bid", respectively.

Both the sealed envelopes shall be kept in the "Third Envelope", shall be sealed and superscripted "**Construction of in-situ Footings (Two) and Load Test on Cast in-situ Footings at Backfilled Open Cast Coal Mines on Heterogeneous Soil Consisting of Soil and Boulders on Jagannath coalfields and Bharatpur Coalfields Region, Orissa, India.**"

- ii. The sealed envelope (Third Envelope) should be addressed to the **“The Deputy Registrar (P&S), Indian Institute of Technology (Indian School of Mines), Dhanbad – 826004, Jharkhand, India”**.

Please write the Tender Notification Number on each Envelope and seal all the Envelopes properly.

7.6. Period of Validity of Bids:

- i. The Bids shall be valid for acceptance for 90 Days after the date of opening the bid prescribed by the Registrar, IIT(ISM), Dhanbad and shall be further extendable by another 60 Days at the discretion of the Registrar, IIT(ISM), Dhanbad.
- ii. The successful Bidders shall be required to execute a Contract on a Non Judicial Stamp Paper of appropriate value soon after receiving Letter of Intent i.e., within 10 days of issue or within such extended time as may be permitted by IIT(ISM), Dhanbad in this behalf. For this purpose, the Bidder shall depute his authorized representative along with power of attorney in his favor. Main conditions of the proposed contract have been specified hereinafter under the title “General Conditions of Contract” in the bid document.

7.7. Right to Accept / Reject Any Bid

- i. The Registrar, IIT(ISM), Dhanbad reserves the right to accept any bid, and to annul the bidding process and reject all bids at any time without incurring any liability thereby to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for such action taken by IIT(ISM), Dhanbad.
- ii. The Registrar, IIT(ISM), Dhanbad does not pledge himself to accept the highest discount offering bid or any bid and reserves to himself the right of accepting the whole or any part of the bid and bidder shall execute the scope of work.
- iii. IIT(ISM), Dhanbad reserves the right to reject any or all quotations without assigning any reason whatsoever.
- iv. IIT(ISM), Dhanbad also reserves the right to cancel this bid at any stage without assigning any reason whatsoever.

7.8. Performance Bank Guarantee (Performance Security).

- i. The Successful bidder will have to furnish to IIT(ISM), Dhanbad a Performance Bank Guarantee (ANNEXURE D) for a sum equivalent to 10% of contract value from a Scheduled Bank in India, drawn in favour of “The Registrar, Indian Institute of Technology (Indian School of Mines), Dhanbad”.
- ii. This bank guarantee shall be valid for a period of up to 02 months from the date of completion of the contract.
- iii. Should be sent as per the format enclosed within a period of 21 days from the date of signing the contract.

7.9. EMD Return

The Earnest Money Deposit of unsuccessful bidder will be returned once the successful bidder furnishes the Performance Bank Guarantee or in case the bid is cancelled.

7.10. Forfeiture

The Earnest Money Deposit shall be forfeited in the following events:

- i. If a bidder withdraws or modifies its tender or varies in a manner not acceptable to IIT(ISM), Dhanbad during the period of bid validity or any extension thereof.
- ii. In case of a successful bidder, if the bidder fails;
 - a. To sign the contract in accordance with the terms and conditions.
 - b. To furnish Performance Bank Guarantee as specified within 21 days of signing the contract.
- iii. If a successful bidder fails to execute the contract.

7.11. Corrupt or Fraudulent Practices

IIT(ISM), Dhanbad, requires that the bidder under this bid observes the highest standards of ethics during the execution of such contracts.

In pursuance of this policy, the terms are set forth as follows:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution.

“Fraudulent Practice” means misrepresentation of facts in order to influence the procurement process or execution of a contract to the detriment of the IIT(ISM), Dhanbad, and collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the IIT(ISM), Dhanbad.

8. INSTRUCTIONS FOR FILLING THE BIDS

- a. Bid document shall be filled complete in all respects and shall be submitted together with requisite information. It shall be complete and free from any ambiguity, changes or interlineations.
- b. The Bidders’ bid and any annotation or accompanying documentation shall be in English language.
- c. Bidders’ shall set their prices/rate in figures preferably type-written and without any correction/over-writing. Each figure stated shall be repeated in words and in the event of discrepancy between the amount stated in figures and words, the rates quoted in words shall be deemed to be the correct amount. Any changes / corrections in bid shall be authenticated with signature of bidder otherwise the bid is liable to be rejected. Illegible price bids will be rejected outright. Bids containing qualifying expressions subject to minimum acceptance etc. will be disqualified.
- d. The bidder as a company (or) registered partnership firm (or) proprietary concern should have at least last three years’ experience of executing similar nature work and to be supported with documentary evidence towards the same.
- e. Bidder has to mobilize crew and instruments within 2 weeks from the date of contract.
- f. Bidder has to provide time for completion of construction and other work. It is to be completed within 01 months from the date of contract.
- g. No clarifications shall be sought after opening of technical bids. Conditional bids indicating exceptions/deviations to bid conditions will be summarily rejected.
- h. Bidders should quote a FIRM PRICE and they shall be bound to keep this price firm and without any escalation for any reason whatsoever, until the completion of the contract period.
- i. The price quoted must be NET PER UNIT shown in the schedule of rate and must be clearly shown in figures and words only in Indian currency.

- j. No correspondence after opening of Bid will be entertained from the bidder. However, if IIT(ISM), Dhanbad sends any communication with respect to the bid the same is to be compiled with.
- k. Bid from Bidders not complying with the above instructions can be summarily rejected.

9. SUBMISSION OF BIDS

- i. The bidders shall submit the sealed bid documents by sending through Speed Post/Courier/by dropping in the Tender Drop Box kept at the office of the Deputy Registrar (P&S), Indian Institute of Technology(Indian School of Mines), Dhanbad within the time and date as stipulated in the bidding schedule.
- ii. The bids received after the specified date and time will not be entertained. The postal delays in receiving the bids will also not be condoned.
- iii. Any conditional bid will not be accepted.
- iv. IIT(ISM), Dhanbad shall not be responsible for any cost or expense incurred by any bidder in connection with his bidding against this bid and loss of bids in post/courier, regardless of the conduct or outcome of the bidding process.

10. PHYSICAL VISIT OF THE SITE

- i. The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility and all information that may be necessary for preparing the bid and entering in to contract and to take necessary clearances, accessibility, stay and safety of equipment etc.
- ii. The visit to the site shall be at the bidder's own risk and expense.
- iii. The bidder can contact the Project Investigator of the project (Prof. S. C. Dutta, Professor, Department of Civil Engineering, IIT(ISM), Dhanbad) during making the visit to the site for necessary assistance.

11. OPENING OF BIDS

- i. Technical bid shall be opened at Purchase and Stores Section, IIT(ISM), Dhanbad.
- ii. Bidders are at liberty to be present or to authorize their representative with the authority letter (ANNEXURE-C) at the time of bid opening event.

- iii. The Technical Bid envelopes are to be opened in the first instance at the time and date stipulated in the bidding schedule. Thereafter, in the second stage, the Commercial Bid Envelope shall be opened only of the acceptable offers based on the evaluation of the technical bids.
- iv. The date of opening of commercial bids will be announced later, which shall be intimated to the bidders accordingly.

12. NOTIFICATION OF ACCEPTANCE OF BID

The Registrar, IIT(ISM), Dhanbad, will communicate acceptance of the bid by a letter

SECTION-II
CONDITIONS OF THE CONTRACT

1. GENERAL CONDITIONS

- a. Conditional offer will not be accepted.
- b. In case of an unscheduled holiday on the prescribed closing/opening day of the bid, the next working day will be treated as schedule prescribed day of closing/opening of the bid.
- c. The contractor shall conform to all laws including labour laws of the State/Central Government. The contractor shall indemnify IIT(ISM), Dhanbad for any breach of laws committed by him. The contractor shall take adequate measures to ensure continuous and unhindered output of work.
- d. The contractor shall provide and be responsible for payment of wages at prevailing rates, and provide necessary proof to IIT(ISM), Dhanbad for the payment made to their workmen, payment of salaries, bonus, social charges, insurance, food accommodation and medical treatment, etc. to his employees as per the applicable laws as are in force from time to time in India. A proper record of the payment made to the workers by the contractor should be maintained.
- e. The contractor shall pay the wages directly to the workmen without any intermediary.
- f. Any expenditure incurred by IIT(ISM), Dhanbad ad on behalf of the contractor who is under an obligation to bear the expenditure as per the relevant law shall be recovered by IIT(ISM), Dhanbad from the contractor either by deduction from an amount payable to the contractor under the contract or as a debt payable by the contractor.
- g. The contractor will be required to maintain medical aid facilities, primarily for the provision of first aid, supply of preventive medication for types of illness such as malaria, dysentery, etc. and any requirement for Hospitalization or further medical treatment of his employees.
- h. The contractor at his own cost shall be responsible for workmen's compensation, insurance, public liability insurance to cover injury or death resulting from any cause connected to Helicopter usage etc., and any other liability / protections provided under the applicable laws, in this respect that are in force from time to time.

- i. The contractor will be solely responsible for all his equipment as well for the welfare of his employees. He will have no claim against IIT(ISM), Dhanbad for any injury or death of his employees whatever be the cause. Public liability claims against his employees will be his sole responsibility. He shall provide satisfactory proof to IIT(ISM), Dhanbad that EPF, Insurance and ESI contribution has been remitted to the concerned authorities for his employees for each billing of the month. Contractor shall indemnify IIT(ISM), Dhanbad from any claim in future.
- j. The Contractor will acquire requisite statutory licenses/permissions before start of the work.
- k. The Department of Civil Engineering, IIT(ISM),Dhanbad shall be responsible for notifying authorities concerned with the construction of footings area in the local vicinity of the physical extent, commencement date & duration of construction of footings and load test. The Contractor shall assume all liabilities of whatever nature including damages, demands, proceedings and causes of action and liabilities arising out of or in connection with such claims, where such claims result from injury or damage caused on the impact of his equipment of it on such property, livestock or other animals or due to any willful or grossly negligent act or omission on the part of the contractor or his employees or agents.
- l. On acceptance of the contract, IIT(ISM), Dhanbad will provide the locations of all the footings. The Department of Civil Engineering, IIT(ISM), Dhanbad or its representative, however, reserves the right to modify the construction of footing plan during the operation of the contract based on the results of construction of footings and footing load test. The contractor/construction agency should make efforts and exercise with due caution during the course of construction and load test.

The Contractor will be responsible for choosing/selecting a suitable area for establishing their camp close to the operational area.
- m. The contractor is responsible for locating suitable water sources for construction and drinking purposes.
- n. Movement of men and equipment of the construction agency in the operational area is permitted to the extent necessary for carrying out the construction and load test operations.

However, the persons so permitted are expected to maintain proper discipline in the construction and load test camps.

- o. The load test operations/data generated should be kept strictly confidential.
- p. The executor is required to submit the detailed report of drilling in the standard format of log book as supplied by IIT(ISM), Dhanbad.
- q. The signatures of IIT(ISM) representative and executor representative on the log book are mandatory for every stages of execution.
- r. IIT(ISM), Dhanbad reserves the right to change the period, to instruct the contractor in respect of starting and closing of contract operation.
- s. IIT(ISM), Dhanbad will not be responsible for any compensation whatsoever on this account.

2 MOBILISATION PERIOD

- a. Mobilisation means the deployment of requisite crew and equipment, and establishment of camp by the contractor.
- b. Mobilisation period allowed is maximum 15 days from the date of issue of Contract by IIT(ISM), Dhanbad.
- c. Certificate of Mobilisation jointly signed by IIT(ISM), Dhanbad and authorized representative of the contractor shall be the proof of Mobilisation.

3. CONTRACT EXECUTION PERIOD

- a. Construction of footings and load test on the footings should be done sequentially within a total period of 02 months from the date of award of contract.
- b. Complete load test reports (as per prescribed format of IIT(ISM), Dhanbad) of all the sites has to be delivered within 02 months from the date of award of contract

4. WORK PERFORMANCE STANDARDS

As detailed in the terms of reference/scope of work.

5. RATES, TERMS AND MODE OF PAYMENT

5.1 RATES

- a. IIT(ISM), Dhanbad will pay to the contractor for each Footings and Load Tests successfully on the site.
- b. The rate is inclusive of GST/ CGST/ IGST/ SGST, duties, levies, other taxes (if applicable) etc. Unreasonable quote will not be entertained.

5.2 MODE OF PAYMENT

- a. 100 % payment will be paid after completion of the total work and after submission of load test on in- situ concrete slab report within due time.
- b. If by any means the job is terminated in between by the IIT(ISM) project leader then the payment will be made for the actual work done/completed on the prorata basis.

6 COMPENSATION FOR PUBLIC PROPERTY

- a. Compensation for damages, if any, such as damages to crops during construction or as a result of conduct of job services and/or movement of his employees and equipment along the line/profile will be contractor's responsibility.

6.1 FIRM RATES & CURRENCY OF PAYMENT:

- a. The rates payable under this contract herein above shall be firm throughout the period of the contract and no escalation shall be allowed under any circumstances.
- b. All payments to the contractor under this contract shall be made only in Indian Rupees.

6.2 TAXES

- a. The contractor shall be responsible to pay all taxes and duties such as GST/CGST/IGST/SGST etc., livable on them and their employees including sub-contractors, if any, under the Indian Income Tax laws or any other laws enacted by the Central or State Government on account of payments received by them under this contract.
- b. Contractor shall maintain all relevant records pertaining to the taxes and submit the same before tax or other authorities and to IIT(ISM), Dhanbad as and when required.

7 PENALTY FOR DELAY IN COMPLETION OF WORK

- a. After award of contract by IIT(ISM), Dhanbad, the contractor should initiate Mobilisation. In case the contractor fails to complete the work within the prescribed time of execution, from the date of issue of Letter of Intent, penalty at the rate of 1.0% of contract price per week or part thereof for such delay will be levied. This penalty however will not exceed 5.0% of the total contract value. This will apply even though the contractor is allowed to mobilize after 15 days due to reasons acceptable to the IIT(ISM), Dhanbad.
- b. Any Decision of IIT(ISM) Project leader regarding penalty will be final and binding on the contractor.

8 FORCE MAJEURE

- a. Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one week of such occurrence or cessation. If the force-majeure conditions continue beyond two weeks, the parties shall then mutually decide about the future course of action.
- b. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which such cause lasts.

9 TERMINATION

- a. In the event of the contractor at any time during the term of this contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then, IIT(ISM), Dhanbad shall by a notice in writing have the right to forthwith terminate this contract.
- b. In all cases of termination the obligation of IIT(ISM), Dhanbad to pay charges shall be limited to the period up to the date of termination. Notwithstanding the termination of

this contract the parties shall continue to be bound by the provisions of this contract that reasonably requires some action or forbearance after such termination.

- c. If IIT(ISM), Dhanbad considers that the performance of the contractor is unsatisfactory or not up to the expected standard, IIT(ISM), Dhanbad shall notify the contractor in writing and specify in detail the causes of dissatisfaction. IIT(ISM), Dhanbad shall have the option to forthwith terminate the contract, if contractor fails to comply with the requisitions contained in the said written notice issued by IIT(ISM), Dhanbad within ten days of the receipt thereof.
- d. In case the contractor's right and/or obligations under this contract are transferred or assigned without prior written consent of IIT(ISM), Dhanbad. IIT(ISM), Dhanbad may at its absolute discretion terminate this contract, without prejudice to the other rights it has under the contract. As this is Research and Development project, in the event of failure of Construction of in-situ Footings (Two) and Load Test (failure of successive two or three times), the contract may have to be terminated.

10 LIABILITY AND INDEMNITY

- a. The Contractor agrees to indemnify, defend and hold IIT(ISM), Dhanbad harmless from and against any and all claims, suits or causes of action for injury to or worth of contractor's personnel and for loss or damage to property of contractor or his personnel arising from or related to performance of this contract, and without regard to the negligence or fault of any party.
- b. Except as otherwise specified (10.a), IIT(ISM), Dhanbad agrees to indemnify defend and hold contractor harmless from and against any and all claims, suits or causes of action for injury to or death or loss of damages to the property or persons belonging to its employees arising from or related to performance of this contract and without regard to negligence or fault of any party.

11 CONSEQUENTIAL DAMAGES

- a. Neither IIT(ISM), Dhanbad nor the contractor shall have any claim against the other for any consequential damages. The term consequential damages herein shall include without

limitation to the meaning, loss of profit, hydrocarbon production, business opportunity of use of assets.

12 JURISDICTION AND APPLICABLE LAW

- a. This contract shall be governed by the laws of India and shall be subjected to the jurisdiction of courts in Dhanbad only.

13 SEVERABILITY

- a. Should any provision of this contract be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provision and they shall remain binding on parties hereto.

14 FAIRNESS AND GOOD FAITH

- a. The Parties undertake to act in good faith in respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

15 ARBITRATION

- a. Except as hereinbefore provided, all disputes arising out of or in connection with this contract shall be amicably settled or else the same be referred to the sole arbitration of a person nominated by Registrar, IIT(ISM), as such Arbitrator. The arbitration proceedings shall be held under the Indian Arbitration and Conciliation Act, 1996 and the statutory modification or re-enactment thereof, if any, and the rules made there under for the time being in force shall apply to such arbitration and this deed shall be deemed to be submission to arbitration within the meaning of the said Act. The cost of the arbitration shall be shared between the Parties. The award of the Arbitrator shall be final and binding on the parties. The venue of the arbitration shall be Dhanbad, India.
- b. The contract shall be based on mutual trust and confidence. Both the parties shall agree to carry out the assignment in good faith. If any dispute or difference of any kind shall arise between IIT(ISM), Dhanbad and the bidder in connection with or arising out of the contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, the matter shall be referred to a sole arbitrator to be appointed by the Registrar, IIT(ISM), Dhanbad, in accordance with the

provisions of the Arbitration and Conciliation Act, 1996 (No.26 of 1996). The fees, if any, for the arbitration including arbitrator fees, if required to be paid before the award is made and published, shall be borne equally by both parties. The Arbitrator's award shall be final and conclusive.

16 ASSIGNMENT

- a. The rights and obligations of the Contractor shall not be assigned without the prior written consent of IIT(ISM), Dhanbad.

17 INTERPRETATION

- a. The titles and headings given in this Contract are inserted for convenient reference only and shall not be construed as limiting or extending the meaning of any provisions of this contract.

18 OTHER CONDITIONS

- a. The Contractor shall obtain licence under the Contract Labour (Regulation and Abolition) Act, 1970 from the Competent Authority. Only upon production of such licence, the first payment of the contractor shall be released. The Contractor shall renew his licence during the contract period if required. At the end of the contract work, the contractor shall furnish to IIT(ISM), Dhanbad an indemnity Bond on non-judicial stamp paper to the effect that all wages/dues of the workmen engaged by him or by his sub-contractors have been fully paid for the entire contract period. Without this Certificate, performance Bank Guarantee will not be released.
- b. The contractor shall arrange to give all notices required under various laws to all authorities and to pay to such authority or to any public office all fee/penalty that may be payable in respect of the work and lodge the receipt with IIT(ISM), Dhanbad on demand.
- c. The contractor must ensure that his work shall not cause any nuisance to the public in general and to neighboring occupants in particular.
- d. The contractor shall not transfer/assign/sublet the contract or any part thereof in any manner without the prior written consent of the IIT(ISM), Dhanbad and no such

transfer/assignment as and when accepted shall relieve the contractor of his responsibility under the contract.

- e. The contractor shall conform to all laws including labour laws of the State/Central Government. The contractor shall indemnify IIT(ISM), Dhanbad for any breach of laws committed by him. The contractor shall take adequate measures to ensure continuous and unhindered output of work.
- f. The contractor shall provide and be responsible for payment of wages at prevailing rates and provide necessary proof to IIT(ISM), Dhanbad for the payment made to their workmen, of salaries, bonus, social charges, insurance, food, accommodation and medical treatment, etc. to his employees as per the applicable laws as are in force from time to time.
- g. The contractor shall pay the wages directly to the workmen without any intermediary.
- h. If any amenity required to be provided under the relevant laws for the benefit of the contractor's employees is not provided by the contractor within the time prescribed thereof such amenity shall be provided by IIT(ISM), Dhanbad. All expenses incurred by IIT(ISM), Dhanbad in providing the aforesaid amenities shall be recovered by IIT(ISM), Dhanbad from the contractor either by deduction from any amount payable to the Contractor or as a debt payable by the contractor.
- i. The contractor shall be responsible for enforcing strict discipline amongst his employees and also ensure strict compliance with safety regulations and procedures as required by the Government and provide all kits& liveries to their employees. The contractor should provide helmets, shoes, first aid kit and any other safety material to the workers.
- j. The contractor shall indemnify IIT(ISM), Dhanbad against any injury / loss of life of any of his personnel at any time during the tenure of the contract IIT(ISM), Dhanbad shall not be liable for any claim for any accident resulting in loss of life or injury to any workman or supervisor, resident representative etc. of the contractor for whatever reason.

PRICE BID: SCHEDULE OF RATES

(Offer by Bidder)

S.No.	Item	Rate (Rupees) In figures	Rate (Rupees) In words
1	Mobilization of equipment, etc to execution site		
2	Construction of Footings (Two nos.) (size : 1m x 1m x 0.15m) Concrete grade:M20		
3	Load Test on Cast in-situ Footing (Two nos.) (as per IS : 1888-1982)		
4	Detailed Load Test Report		
5	Taxes if any applicable		
6	Grand Total		

- Note: However, selection of L1 for awarding the contract will only be based on S.No. 6 : Grand Total. Separate items are provide for the sake of better clarity.

Signature of authorized Person: _____

Name of Signatory: _____

Position: _____

Date: _____

Place: _____

“Construction of in-situ Footings (Two) and Load Test on Cast in-situ Footings at Backfilled Open Cast Coal Mines on Heterogeneous Soil Consisting of Soil and Boulders on Jagannath coalfields and Bharatpur Coalfields Region, Orissa, India.”

DECLARATION OF BIDDER

From: (Complete Address of the bidder with email/Phone/Fax & Mobile No.)

To,
The Registrar,
Indian Institute of Technology (Indian School of Mines),
Dhanbad –826004.

Dear Sir,

1. I/We hereby agree to perform the proposed job of IIT(ISM), Dhanbad as per the requirements of IIT(ISM), Dhanbad.
2. I/We have understood the ‘Instructions to the Bidders’ and ‘Conditions of Contract’ and fully accept them.
3. Our company/firm/Organisation is not blacklisted by any state or central government organisation.

SIGNATURE OF WITNESS

NAME:

ADDRESS:

DATE:

SIGNATURE OF BIDDER

NAME

ADDRESS:

DATE:

“Construction of in-situ Footings (Two) and Load Test on Cast in-situ Footings at Backfilled Open Cast Coal Mines on Heterogeneous Soil Consisting of Soil and Boulders on Jagannath coalfields and Bharatpur Coalfields Region, Orissa, India.”

LETTER OF AUTHORITY

(To be signed by the Head of the firm)

Shri/Smt.....working as
..... in (Name of
the Firm).....has been
authorized to sign the Tender Document No..... for the
“Construction of in-situ Footings (Two) and Load Test on Cast in-situ Footings in Backfilled
Open Cast Coal Mines on Heterogeneous Soil Consisting of Soil and Boulders in Jagannath
coalfields and Bharatpur Coalfields Region, Orissa, India.”

on our behalf. He/She is also authorized to conclude the contract and take decisions whatever is
necessary in connection with this tender.

The specimen signature of Shri/Smt. (Name of
the Authorized person) are given below and duly attested by us.

Specimen Signature of Shri/ Smt.....

Attested by:

Signature:

Name of the partner with Stamp

PERFORMANCE SECURITY FORM

To,

(Name of Purchaser)

WHEREAS _____(name and address of the supplier)
 ((hereinafter called “the Supplier”) has undertaken, in pursuance of contract No.
 _____dated_____ to supply (description of goods and services)
 ((hereinafter called “the Contract”).AND WHEREAS it has been stipulated by you in the said
 contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial
 recognized by you for the sum specified therein as security for compliance with its obligations in
 accordance with the contract; AND WHEREAS we have agreed to give the supplier such a bank
 guarantee; NOW THEREFORE we hereby affirm that we are guarantors and responsible to you,
 on behalf of the supplier, up to a total of
 _____(amount of
 the guarantee in words and figures), and we undertake to pay you, upon your first written
 demand declaring the supplier to be in default under the contract and without cavil or argument,
 any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to
 prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ____day of _____,20_____.

(Signature of the authorized officer of the Bank)

Name and designation of the Officer

Seal, name & address of the Bank