



Office of the Director
INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES,
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Ref. No.: - EC / CW/ 917 / 191 /2026 / 318 .

Date. 20 / 08 /2026

Tender Notice Inviting E-Tender for Civil and Electrical Work
NIT No. :- 03 /IGIMS/Engg.Cell /CW& EW /2026-27

(Only through E -tendering process on website www.eproc2.bihar.gov.in)

SECTION - I
INVITATION FOR BID (GENERAL)

IGIMS, Patna, a Premier Medical Institute of Bihar, invites bids in two-bid system for works in the Institute and Hospital Complex on Percentage Rate basis for Schedule Items (SI) and Item Rate basis for Non-Schedule Items. Contractors/firms registered in the appropriate category/class of Contract with the Central Government, State Government, or Public Sector Undertakings (PSUs), & executed similar nature of works, are eligible to participate in the bid.

Interested bidders shall have to be registered on the Bihar e-Procurement Portal (www.eproc2.bihar.gov.in) On registration, bidders shall obtain a User ID, Password, and valid Digital Signature Certificate (DSC), which are mandatory for participation in the e-tendering process.

Brief Details of the Tender

Sl No.	Name of work	Estimated cost (Rs.)	E-tendering fee (Non Refundable) Rs.	Cost of Bid Document (Non Refundable) Rs.	Earnest Money Deposit (Rs.)	Time of completion of work
01	Construction of Prefabricated Structure for 3 rd Floor Nursing College Building at IGIMS, Patna	Rs. 1,47,93,191/-	As per generated by www.eproc2.bihar.gov.in	Rs. 10,000/-	Rs. 2,96,000/-	120 Days
02	Construction of Connecting corridor Old OT Block to New OT Block at IGIMS, Patna (Re Tender of NIT No. :- 13/IGIMS/Engg.Cell /CW& EW /2025-26	Rs. 24,96,663/-	As per generated by www.eproc2.bihar.gov.in	Rs. 5,000/-	Rs. 50,000/-	45 Days
03	Civil and Electrical work for Construction of ART Centre in Service Corridor Area at IGIMS, Patna (ReTender of NIT No. :- 13/IGIMS/Engg.Cell /CW& EW /2025-26	Rs. 33,60,337/-	As per generated by www.eproc2.bihar.gov.in	Rs. 5,000/-	Rs. 67,000/-	45 Days
04	Modernization work of Nephrology Department 1st. Floor of Polyclinic Building (North wing) at IGIMS, Patna - 14	Rs. 91,99,179/-	As per generated by www.eproc2.bihar.gov.in	Rs. 10,000/-	Rs. 1,84,000/-	120 Days
05	Construction work including HDPE pipe line Motor Pump RCC Sump Etc. for Discharging Rain Water from all water logging area of institute campus into Municipal corporation North and East Side Drain at IGIMS, Patna	Rs. 1,68,39,175/-	As per generated by www.eproc2.bihar.gov.in	Rs. 10,000/-	Rs. 3,37,000/-	90 Days
06	Civil and Electrical Work for repair, renovation, painting and modification work of Vacant Old E- Type Quarter No. 2/4 IGIMS, Patna.	Rs. 18,79,876/-	As per generated by www.eproc2.bihar.gov.in	Rs. 5,000/-	Rs. 38,000/-	60 Days

Date for obtaining BOQ (Only on www.eproc2.bihar.gov.in)	24 / 08 / 2026
Last Date & Time for uploading of complete tender Document (on www.eproc2.bihar.gov.in)	15 / 09 / 2026 up to 3:00 PM
Last Date & Time for submission of complete tender Document Hard copy at Director's Office IGIMS through Regd. /speed post/courier.	16 / 09 / 2026 up to 3:00 PM
Date & Place of opening of Tender (Technical bid only on www.eproc2.bihar.gov.in)	18 / 09 / 2026 up to 3:00 PM in Office of the Superintending Engineer, IGIMS, Patna , Ground Floor, Administrative Block ,Medical College Building at IGIMS, Patna
Date & Place of Opening of Tender (Price bid only on www.eproc2.bihar.gov.in)	Date of opening of Price bid of Technically qualified bidders only be intimated through www.eproc2.bihar.gov.in and on Institute web site www.igims.org

- Details of the tender can be seen and downloaded from Institute website: www.igims.org and www.eproc2.bihar.gov.in. Undersigned reserve the right to accept/reject any or all tenders without assigning any reason.
- Prospective bidders are advised to regularly visit the web, www.igims.org and www.eproc2.bihar.gov.in for Corrigendum/Amendments and latest updates,if any, will be notified on portal only and no separate advertisement / communications shall be entertained.
- For any clarification *exclusively over the scope of work in bid*, bidders may contact the office of the Superintending Engineer, IGIMS, Patna in working hours up to three (3) days prior to the last date of submission of bids.
- IGIMS reserves the right to modify the terms & conditions of the tender or reject any tender without assigning any reasons at any moment of time. No correspondence shall be entertained in this regard. For further details, please visit us at IGIMS web.

SECTION – II

BID PARTICULARS (IN BRIEF)

A. TERMS AND CONDITIONS FOR F2 AGREEMENT FORMAT BASED TENDER AMOUNT ABOVE RS. 15.00 LAKH AND BELOW RS. 2.00 CRORE THROUGH ONLINE E-TENDER MODE.

- The Competent Authority for sanction and acceptance of the tender shall be the Director, IGIMS, Sheikhpura, Patna-800014 or any officer authorized by him.
- Procurement portal (<https://eproc2.bihar.gov.in>): The registration forms and related instructions shall be available on the portal. Upon successful registration, the bidder shall obtain a User ID and Password. The bidder shall also obtain a valid Class-III Digital Signature Certificate (DSC) as prescribed under the e-Procurement system. Participation in the e-tendering process shall be permitted only through the registered User ID, Password, valid DSC, and internet connectivity.

B. E-TENDERING PROCEDURE: -

1. INFORMATION REGARDING BID

Information over bid opening, corrigenda, addenda, clarifications, amendments, or any other bid related information, bidder shall refer to the e-Procurement Portal or IGIMS website. No separate communication in this regard shall ordinarily be issued. Bidders are advised to regularly visit the portal and website for updates until completion of the tender process. The detailed terms and conditions of the tender, amendments, corrigenda, and related instructions shall form an integral part of the bidding document and of work-agreement.

- No bid shall be accepted in physical/offline mode which, however, shall be submitted as and when require by the Institute and instructed elsewhere in this tender.
- Clarification: For any assistance related to registration, online fee & EMD payment, bid documents submission, digital signature, & operation on the e-Procurement portal, bidders may contact the e-Proc 2.0 Help Desk, **address:** Junction Services Limited, RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. Shastri Nagar, Patna – 800014, Bihar. **Toll-Free No.:** 1800-572-6571. However, bidders are advised to refer to the e-Procurement portal for the latest Help Desk address and contact details due to periodical revision.
- The bidder shall upload scanned copies of all documents relating to payment of Tender Fee, EMD, Bank Guarantee, or any other document required under the bidding document. The bidder shall be solely responsible for uploading relevant, legible, complete, and readable documents. Uploading of illegible, incomplete, misleading, irrelevant, or corrupted files may result in rejection of the bid. Submission of original documents may be required by the Institute during bid evaluation or before award of work, and the bidder shall produce the same whenever called upon to do so.
- Where specifically required under the NIT or when called for by the Institute, bidders shall submit self-attested hard copies of the uploaded documents for verification within the stipulated period.
- The Employer/Department shall not be responsible for any delay, failure, or inability of a bidder to submit the Fee, EMD, or other fee and online bid submission due to internet connectivity issues, system-related problems at the bidder's end, or non-compliance with the e-Tendering requirements prescribed in the bid documents.*
- BID VALIDITY:-**

The bids and bid rates shall remain valid for a period of 120 (One Hundred Twenty) days from the last date of bid submission, unless otherwise specified in the bidding document. Bidders however, shall be willing to extend the bid rates validity due to administrative reasons of IGIMS.

8. SITE VISIT

Prospective bidders are advised to visit and examine the site of work and its surroundings at their own cost and responsibility and obtain all relevant information necessary in submitting the bid. Once submission of bid is made, it will be deemed to constitute confirmation that the bidder has inspected the work site and well acquainted with the nature & scope of work, accessibility of site & site conditions, and any constraints in work execution. No claim arising due to ignorance or lack of knowledge of work-site conditions shall be entertained by the Institute.

9. ONE BID PER BIDDER

Each bidder shall submit only one bid for one work. A bidder who submits or participates in more than one bid, whether directly or indirectly, except where expressly permitted under the bidding documents, shall cause all such bids to be liable for rejection.

10. NON-SCHEDULE ITEMS

The bidder shall quote rates for all non-scheduled items of Bill of Materials (BOM). Failure to quote rates for such items may render the bid liable for rejection.

11. VARIATION IN WORK VALUE

The contract value may vary from the estimated cost depending upon the quantities actually executed and approved. The successful bidder shall comply with all requirements relating to Earnest Money Deposit, Performance Security, and other contractual obligations as may be applicable under the contract.

12. ADDITIONAL PERFORMANCE SECURITY

Additional Performance Security, if applicable, shall be furnished by the successful bidder in accordance with the provisions of the Road Construction Department, Government of Bihar, as amended from time to time, including Notification No. 447(S) dated 16.01.2020 or any subsequent modification thereof.

13. EXTENSION OF BID SUBMISSION PERIOD

In contingency of continued failure of e-Procurement Portal, the Institute may extend the bid submission deadline. No claim whatsoever shall be entertained on account of internet disruption, network issues, and resulting delay attributable to prospective contractor. Bidders are advised to submit bid complete in all aspects well before the deadline.

14. COMPLIANCE WITH TENDER CONDITIONS

Submission of bids shall be strictly in accordance with the requirements of the Notice Inviting Tender (NIT), Instructions to Bidders (ITB), Technical Bid Sheet, Financial Bid Sheet, and all other provisions of the bidding document.

15. APPLICABILITY OF SBD PROVISIONS

- 16.** Clause 22.4(ii) of SBD will not be applicable for works costing less than Rs. 2.0 crores whereas for works costing more than Rs. 2.0 crores it will be applicable by the tenderer. This will be applicable only to documents uploaded on the eproc2 website

17. SINGLE BID RECEIVED

The Institute reserves the right to re-tender any work (in sl. no. 01 to 05 in NIT) when only a single bid is received and Institute considered necessary for bid-competition and transparency.

18. CONDITIONAL BIDS

Conditional bids, incomplete bids, or bids containing deviations from the tender conditions not specifically permitted under the bidding document shall be liable for rejection.

19. DEBARMENT / BLACKLISTING

Any bidder who has been debarred, suspended, blacklisted, or declared ineligible by any Central Government Department, State Government, Statutory Authority, Public Sector Undertaking, or Autonomous Body shall be liable for disqualification in accordance with the applicable Government rules and tender conditions.

20. Warranty & Guarantee of work.

The Defect Liability Period (DLP) for the work shall be Twelve (12) months for repairs & maintenance works, and twenty-four months other than repairs (civil construction, and electrical installations) from the date of issue of the completion certificate. Contractors are advised to get sufficient warranty / guarantee periods from the manufacturers or suppliers while *works in-progress* and synchronise the awarded work to fulfill the warranty/guarantee conditions.

21. HOSPITAL AND OPERATIONAL SAFETY

The contractor shall ensure adequate barricading, dust control, safety measures, uninterrupted movement of patients, staff, visitors, ambulances, and emergency services during execution of the work. Hospital operations, emergency access, and fire safety requirements shall not be adversely affected at any time.

22. DISPUTE RESOLUTION

Any dispute arising out of or relating to the contract shall first be resolved amicably through mutual consultation, failing matter shall be subject to the appropriate jurisdictional Courts at Patna, Bihar.

23. COMPENSATION FOR DELAY

Compensation for delay attributable to the contractor shall be levied at the rate specified in the contract agreement and relevant provisions of the Bihar Public Works Department Code/SBD, subject to the prescribed maximum limit.

24. LOANS AND ADVANCES

The successful bidder shall not raise any claim against the Employer for obtaining loans, advances, or financial assistance from any financial institution on the basis of the award of work. The Employer shall not be under any obligation to endorse or support such requests.

25. SUBMISSION OF DOCUMENTS

Bidders shall upload all documents required under the Technical Bid and Financial Bid in the sequence prescribed in the bidding document to facilitate evaluation.

26. WORK PROGRAMME / BAR CHART

Prior to commencement of the work, successful bidder shall submit a detailed work programme and Bar Chart indicating the sequence and schedule of work-activities for approval by the Engineer-in-Charge.

27. RIGHT OF INSTITUTE

The Director, IGIMS, Patna reserves the right to accept or reject any bid, annul the bidding process, or reject all bids at any time prior to award of contract without assigning any reason. Institute will not entertain contractors' liability, if any created for tender-works.

SECTION – III

INSTRUCTIONS FOR BID SUBMISSION AND DOCUMENTS REQUIRED FOR TECHNICAL BID EVALUATION

INSTRUCTIONS FOR SUBMISSION OF TECHNICAL BID

a) Bidders shall download the tender documents, and shall upload scanned copy of the successful payment receipt/transaction acknowledgement generated and all documents required including eligibility documents, work experience credentials, financial credentials, statutory registrations, solvency certificate, affidavits, declarations, undertakings, details of plant and machinery/equipment, and any other supporting documents for bid evaluation.

b) After uploading all the required papers for Technical & Financial Bid on www.eproc2.bihar.gov.in, Hard copy of duly filled up prescribed forms complete in all aspects with EMD & tender fee be submitted in office of the Director, IGIMS, Patna so as to ensure reach of documents before last date of submission by Regd./Speed Post/Courier.

c) All bid documents shall be duly signed by the authorized signatory of the bidder. No physical / offline submission of bids or bid documents shall be accepted. However, where specifically required under the NIT or when called for by the Institute, bidders shall submit self-attested hard copies of the uploaded documents for verification within the stipulated period.

d) **Rejection of Bid:** Incomplete, illegible, misleading, forged, or false information/documents, shall render the bid rejected at any stage of the tender process and on award of work.

1. ESSENTIAL QUALIFICATION:

1) WORK EXPERIENCE

(a) The bidder must have successfully completed similar works as Prime Contractor during the last five (05) years ending on the last date of submission of bids, satisfying any one of the following criteria:

- One similar completed work costing not less than 80% of the estimated cost put to tender; or
- Two similar completed works, each costing not less than 50% of the estimated cost put to tender; or
- Three similar completed works, each costing not less than 40% of the estimated cost put to tender.

(b) The bidder shall submit Completion Certificates or Final Payment Certificates issued by the Employer for successful completion of works. The certificate shall indicate:

Name of work.

Name, address, contact number and email ID of Employer

Contract value.

Date of commencement.

Date of completion.

Nature and scope of work executed.

2) COMPETENCY OF TECHNICAL PERSONNEL

Bidder shall furnish technical capability of manpower likely to be deployed in the contract-work in following format

Sl. no	Number of Staff deployed against the job work	Name	Designation*	Qualification

* Site Engineer, Manager, Supervisor, Accountant, Data entry Operator, Draftsman, Bill Clerk, Fitter, Plumber, Mason, ITI Technician, JE etc.

Deployed staff should be capable of discharging the awarded work. It will be mandatory for the bidder to ensure physical presence of deployed staff during the duration of work execution.

2. EARNEST MONEY DEPOSIT (EMD)

The Earnest Money Deposit (EMD) shall be submitted either through online payment or in Bank Guarantee, as prescribed in the Notice Inviting Tender (NIT) and in the e-Procurement Portal guidelines. The EMD shall be pledged in favour of the Director, IGIMS, Patna, in accordance with the provisions of EPROC2/BELTRON.

Supporting Documents for Fee/EMD

a) In case of online payment towards E-Tendering Fee, Cost of Bid Document, and/or EMD, the bidder shall upload a scanned copy of the successful payment receipt/transaction acknowledgement generated through the e-Procurement Portal along with the Technical Bid.

b) Where EMD is submitted through Bank Guarantee, the bidder shall upload a scanned copy of the valid Bank Guarantee along with the Technical Bid. The original Bank Guarantee along with other documents including affidavits shall have to be submitted to the Institute before opening of tender.

3. EPF AND ESIC REGISTRATION:

The bidder shall submit valid EPF and ESIC registration certificates along with latest deposited challans. If not applicable, an undertaking citing valid legal reasons for non-applicability shall be furnished.

4. GST REGISTRATION:

The bidder shall submit valid GST Registration Certificate along with latest GST return/clearance documents as applicable.

5. PAN AND INCOME TAX:

The bidder shall submit PAN Card and Income Tax Return acknowledgements for the latest assessment years as applicable.

6. Police Verification Certificate: -

a) The successful bidder shall furnish police verification certificate issued by the Superintendent of Police (SP) or other delegated police authority of the bidder's Home District. Failure to submit the verification report or on obtaining adverse report in police verification, bid / bid- agreement shall be cancelled & award of work with EMD shall be forfeited.

7. ANNUAL FINANCIAL TURNOVER

The bidder shall submit audited financial turn over for the last three financial years ending March 2025, and also the average turnover amount duly certify by the Chartered Accountant.

8. PLANT AND EQUIPMENT

The bidder shall submit documentary evidence of the availability of adequate plant, machinery, tools, tackles, and equipment required in execution of the work through ownership, lease, or hire arrangements.

9. GENERAL REQUIREMENT FOR AFFIDAVITS, UNDERTAKINGS AND DECLARATIONS

a. All Affidavits required under the bidding documents shall be furnished on a single Non-Judicial Stamp Paper of Rs. 1,000/-, duly sworn before and attested by a Notary Public. Multiple affidavits may be incorporated in the said document, provided that each affidavit is clearly identifiable and duly signed by the authorized signatory of the bidder.

b. All Undertakings, Declarations, Certificates, Confirmations and other statements required under the bidding documents, other than Affidavits, shall be furnished on a separate Non-Judicial Stamp Paper of Rs. 1,000/-, duly sworn before and attested by a Notary Public. Multiple undertakings and declarations may be incorporated in the said document, provided that each requirement is clearly identifiable and duly signed by the authorized signatory of the bidder.

c. Failure to submit the prescribed Affidavits, Undertakings or Declarations in the manner specified above may render the bid liable for rejection as non-responsive.

d. List of Affidavits

1) Non-Blacklisting Affidavit

The bidder has not been debarred, blacklisted, or had any contract rescinded by any Government Department, Public Sector Undertaking (PSU), Autonomous Body, or Statutory Authority during the last five years.

2) Conflict Of Interest Affidavit

No person directly or indirectly associated with the bidder has participated in the design, preparation, supervision, testing, evaluation, or any other activity related to this tender that may result in a conflict of interest.

3) Affidavit from Electrical Contractor License holder

In electrical work execution, the bidder shall possess and submit valid licence over electrical work-contract License and / or Supervisor License of the appropriate class, either in its own name or in the name of valid electrical associate, and submit an affidavit that all contract electrical works shall be executed under the direct supervision and responsibility of License holder(s).

4) Near Relative Certificate

The bidder shall submit an affidavit stating that none of the near relatives (defined as first blood relations of the bidder or the bidder's spouse and their spouses) of the following officials of IGIMS, Patna are participating in the tender or are associated with the bidder's organization:

- i. Junior Engineer (JE)
- ii. Assistant Engineer (AE)
- iii. Executive Engineer (EE)
- iv. Superintending Engineer (SE)
- v. Chief Engineer (CE)
- vi. Engineer-in-Chief (E-in-C)
- vii. Divisional Accountant

5) Litigation History

A. The bidder shall furnish an affidavit disclosing details of all ongoing and completed litigations, arbitration proceedings, contract terminations, and disputes during the last five years ending March 2025.

B. Even if a bidder meets the qualifying criteria, the Institute reserves the right to disqualify a bidder for having a record / evidence of the abandonment of works, or failure to complete contracts satisfactorily, inordinate delays in completion, or any other adverse litigation history, financial failures, or any other conduct not conducive in capability to perform the contract.

6) Financial Availability

An affidavit by the bidder undertaking the availability of minimum 25% of the estimated cost for cash investment in the work.

10. BIDDING CAPACITY:

The bidder shall submit a Bidding Capacity (BC) statement as follows:

$$BC = A \times N \times 3 - B$$

Where:

A = Maximum Annual Turnover achieved during the last five years updated to current price level with 8% annual indexation.

N = Time allowed for completion of the work in years.

B = Value of existing commitments and ongoing works.

The bidder shall submit details of all works in hand indicating:

- a. Name of work
- b. Employer details
- c. Contract value
- d. Site location
- e. Date of commencement
- f. Stipulated date of completion

11. SOLVENCY CERTIFICATE (Applicable for Tenders Having Estimated Cost Exceeding ₹25.00 Lakh)

The bidder shall submit a Solvency Certificate issued by a Scheduled Bank in the name of the bidder. The minimum amount of solvency required shall be as follows:

Estimated Cost Put to Tender	Minimum Solvency Required
Above ₹25.00 Lakh and up to ₹1.00 Crore	50% of the Estimate
Above ₹1.00 Crore and up to ₹2.00 Crore	80% of the Estimate.

The Solvency Certificate shall:

- a) Have been issued within twelve (12) months preceding the last date of submission of bids;
- b) Be valid on the last date of submission of bids; and
- c) Be issued by a Scheduled Bank in the name of the bidder.

Failure to submit the Solvency Certificate, wherever applicable, shall render the bid liable for rejection as non-responsive.

12. AUTHORIZATION OF SIGNATORY:

Power of Attorney/Authorization Letter in favour of the person signing the bid documents shall be submitted.

13. DECLARATION:

The bidder shall submit an undertaking that all information and documents furnished with the bid are true and correct.

Any false information detected at any stage shall lead to rejection of the bid and further action as per rules.

14. ACCEPTANCE OF TENDER CONDITIONS

Submission of the bid through the bidder's valid Digital Signature Certificate (DSC) shall be treated as confirmation of unconditionally acceptance of the terms and conditions of the tender.

15. DOCUMENTS TO BE UPLOADED

The bidder shall upload legible copies of all documents required under the tender. Documents submitted through the bidder's valid Digital Signature Certificate (DSC) shall be deemed to have been authenticated by the bidder.

- 16.** The Institute reserves the right to verify the authenticity of any document and to call for the original hard copies at any stage of the tender process. Failure to produce the original documents or submission of false, forged, or misleading documents may result in rejection of the bid and such other action as deemed appropriate by the Institute.

SECTION: IV

INSTRUCTIONS TO BIDDERS FOR FILLING FINANCIAL BID

1. The bidder shall quote the rates in the Price / Financial Bid in typed form only. The quoted rate / percentage shall be clearly mentioned both in figures and in words in the space provided in the BOQ.
2. Any bid in which the rates are written by hand shall be summarily rejected and will not be considered for evaluation.
3. The contractor shall quote percentage above / below / at par with the estimated rate for schedule items and item-wise rates for Non-Schedule Items (NSI) as provided in the BOQ.
4. The bidders' quoted BOQ rates shall be inclusive of all taxes, duties, labour charges, transportation, loading, unloading, wastage, contractor's profit and all incidental charges.
5. Overwriting, cutting or correction in the quoted rates will not be accepted. If any correction is found in the financial bid, the bid may be rejected.
6. In case of any discrepancy between the rate quoted in figures and in words, the rate quoted in words shall prevail.
The bidder shall examine BOQ items rate & specifications before quoting the rates, The rates quoted by the contractor shall remain valid till work completion and no escalation or additional payment on specified item of works shall be payable.
7. **EVALUATION OF FINANCIAL BID**
 - a. The financial bid of only those bidders shall be opened who qualify in Technical Bid evaluation.
 - b. Quantity of items stipulated in Bill of Quantities may increase or decrease in scope of works.
 - c. In the contingency of financial bid of two or more bidders is of same quotes, bidders with higher average turn over in last 03 years ending March, 2025 shall be awarded the work.
 - d. Any information related to tender shall be collected from the office of the related the Superintending Engineer on any working day up to three days before the bid closing date.

SECTION – V
CONDITIONS FOR TENDER

1. PERFORMANCE SECURITY AND EXECUTION OF AGREEMENT

- a) The successful bidder shall furnish a **Performance Security equivalent to 3% (Three Percent) of the accepted contract value** within the period specified in the Letter of Acceptance (LOA), in the form prescribed in the tender document. The Performance Security may be furnished in the form of a Demand Draft drawn in favour of the Director, IGIMS, Sheikhpura, Patna – 800014, or an unconditional Bank **Guarantee issued by a Scheduled Bank and pledged in favour of the Director, IGIMS, Patna.**
- b) Where the Earnest Money Deposit (EMD) furnished by the successful bidder is permitted to be adjusted towards the Performance Security, the balance amount of the Performance Security shall be deposited within 10 (ten) days from the date of issue of the Letter of Acceptance (LOA) well before executing the work-contract agreement.
- c) Failure to furnish the Performance Security, deposit the balance amount thereof, submit the required documents, or execute the agreement within the prescribed period shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Earnest Money Deposit (EMD), without prejudice to any other rights or remedies available to the Institute under the contract.
2. Power of attorney of authorized signatory and Constitution of firm shall have to be produced by Contractor on demand.
 3. Letters issued by IGIMS through registered post shall be deemed to have been served to the bidder.
 4. Agreement shall be executed subject to availability of fund for the job.
 5. Works shall be executed as per approved design and drawing and as per CPWD specifications. In case of difference of opinion on any issue, the practice laid down in B.I.S. specifications shall be followed.
 6. No construction material or machineries will be supplied by the Department.
 7. Materials to be used in works shall be got approved in advance in writing by Engineer in Charge.
 8. Samples of materials including concrete cubes shall have to be tested from the approved Laboratories at Contractor's cost at different stages of works as per direction of the Engineer in Charge.
 9. No equipment or personnel will be removed from site without permission of the Engineer in Charge.
 10. Contractor shall keep the Construction site neat and accessible for frequent inspection of works. All facilities shall be provided by contractor for checking the works.
 11. Site Order Book with numbered pages and bearing the certificate of the Engineer in Charge shall have to be maintained by the Contractor at the site of work, and it will have to be produced to the Engineer in Charge, to record any instruction concerning the work. This shall be the property of the Department after the completion of work.
 12. Undesirable person or rejected materials shall have to be removed from work site by Contractor immediately.
 13. The Contractor shall arrange necessary accommodation, lighting, drinking water and contingent medical aid for labors at his own cost and Contractor shall comply all labor rules prevalent in the locality.
 14. The Contractor shall be responsible for any damage or loss to public property due to negligence of his labor or staff and the damages shall be made good at his own cost.
 15. Contractor shall be held responsible for any accident occurring due to negligence at works site and compensation against such accident shall be borne by contractor.
 16. Payment-deduction:
 - a) Deduction @ 5% of the total value of each bill shall be made as Balance Security Deposit, so that, net security deposit before final payment achieves at 10 % of the total value of work done.
 - b) Applicable IT & GST, royalty , labour cess will be made in each RAs/ Final bill.
 - c) For payment under carriage of minerals, verifiable e-challan for royalty payment & Transport challan is mandatory failing which 25 times of royalty will be deducted as per the Mining Department direction, and Transport Challan claim will be rejected.
 - d) Payment will be after disallowance of irregular claims and leviable penalty, loss to Institute materials / assets during work execution.
 17. No work beyond agreement shall be executed by the contractor unless ordered by the Engineer in Charge **in writing** in the Site Order Book and the claim for such work shall be submitted regularly in every month. If the claim is not received in the month to which it relates, it will be forfeited.
 18. The Contractors employing trucks for carriage of materials and for other works have to comply with the rules of the Motor Vehicles Act.
 19. The Contractor shall not be entitled to claim or for compensation, for any loss suffered by him due to (A) Natural calamities, (B) Act of enemies, (C) Transport and procurement difficulties or (D) Circumstances beyond the control of the Department.
 20. Work shall be executed subject to availability of land. No claim shall be entertained in this regard. No claim will be entertained by the Institute on account of delayed payment due to non-availability of fund.
 21. The contractor shall have to rectify at his own defective works found during checking or inspection of the higher authorities.
 22. On completion of works contractor shall have to remove all materials and leave the space tidy and ready for use, as per direction of Engineer in Charge.
 23. Agreement of work will be executed as per F2 form within prescribed 10 days after LOA.
 24. All required papers in original must be shown by the bidder to the Superintending Engineer, IGIMS on next day at 3.00 PM of opening of technical bid. In case of non-production of original documents the bidders will be declared technically non responsive.

SECTION – VI
INSTRUCTION TO TENDERER

1. BIDDER RATE QUOTES:

- a. The estimated rates of BOQ Schedule Items (SI) and Non-Schedule Items (NSI) are based on Bihar Schedule of Rates (BSR)-2022 for Civil Works and BSR-2023 for Electrical Works. The BSR rates are inclusive of the basic cost of materials, carriage, loading/unloading, royalty, taxes, labourers, contractor's overheads (OH), contractor's profit (CP) and all other incidental charges required for execution of the work.
- b. In the event that the percentage rate quoted above or below the estimated cost, or the rate quoted for any Non-Schedule Item (NSI), is found to be unbalanced / unreasonable or unworkable in opinion of IGIMS, the Institute reserves the right to seek detailed rate analysis and justification from the concerned bidder(s). The bidder(s) shall furnish such justification along with supporting calculations/documents within the stipulated time.
- c. IGIMS shall be at liberty to consider the justification submitted by the bidder(s) while finalizing the tender. In case the justification is found unsatisfactory, the bid may be rejected as non-responsive. The decision of IGIMS in this regard shall be final and binding on all bidders.

2. In the event of work awarded to unreasonably low quotes, additional security deposit as per Decision of the Honorable High Court, Patna, and the Institute circular thereon, will be mandatory before work agreement, details given below:

अतिरिक्त कार्य निष्पादन प्रतिभूति (Additional Performance Guarantee - APG)

यदि सफल निविदादाता द्वारा परिमाण विपत्र (BOQ) / अनुमानित लागत से कम दर उद्धृत की जाती है, तो उसे एकरारनामा निष्पादन के समय निम्नानुसार अतिरिक्त कार्य निष्पादन प्रतिभूति (APG) जमा करनी होगी:

(क) परिमाण विपत्र (BOQ) की राशि से 5% तक कम उद्धृत दर के लिए, उद्धृत प्रत्येक 1% कम दर पर स्वीकृत संविदा मूल्य का 0.25% अतिरिक्त कार्य निष्पादन प्रतिभूति जमा करनी होगी।

(ख) परिमाण विपत्र (BOQ) की राशि से 5% से अधिक तथा 15% तक कम उद्धृत दर के लिए, उद्धृत प्रत्येक 1% कम दर पर स्वीकृत संविदा मूल्य का 0.50% अतिरिक्त कार्य निष्पादन प्रतिभूति जमा करनी होगी।

(ग) परिमाण विपत्र (BOQ) की राशि से 15% से अधिक तथा 20% तक कम उद्धृत दर के लिए, उद्धृत प्रत्येक 1% कम दर पर स्वीकृत संविदा मूल्य का 1.00% अतिरिक्त कार्य निष्पादन प्रतिभूति जमा करनी होगी।

(घ) परिमाण विपत्र (BOQ) की राशि से 20% से अधिक कम उद्धृत दर के लिए, उद्धृत प्रत्येक 1% कम दर पर स्वीकृत संविदा मूल्य का 2.00% अतिरिक्त कार्य निष्पादन प्रतिभूति जमा करनी होगी।

अतिरिक्त कार्य निष्पादन प्रतिभूति (APG) एकरारनामा निष्पादन से पूर्व निविदा दस्तावेज में निर्धारित प्रारूप एवं माध्यम से जमा की जाएगी। निर्धारित अवधि के भीतर आवश्यक अतिरिक्त कार्य निष्पादन प्रतिभूति जमा नहीं करने पर निविदा स्वीकृति निरस्त की जा सकती है तथा बयाना राशि (EMD) जब्त की जा सकती है, साथ ही संविदा की शर्तों के अनुसार अन्य कार्रवाई भी की जा सकती है।

3. **Rate of Extra work item:** Rate of extra items of works, if arises during work execution, shall be based on estimate (Bihar Schedule of Rate -2022 for Civil and Bihar Schedule of Rate -2023 for Electrical item) or market rate of the same / similar items, **whichever is less** and will be applicable in respect of SI & NSI items of works both.

4. Tenderer are required to furnish up to date tax clearance certificate with the bid document of Income Tax and tender. In absence of these documents along-with liabilities certificate from Income Tax, GST and Sales Tax Departments tenders shall be out-right rejected and their Earnest Money forfeited.

5. No claim for idle labors due to shortage of work, non-supply of materials, drawing and design or any other reason shall be entertained.

6. Tenderer shall arrange site for accommodation and other facilities like medical aid, etc, for the labour at his own cost and initiatives as well as comply with the labour rules, prevalent in the locality.

7. The tenderer shall be solely responsible for any damage or loss in public property due to negligence of his labours or other staff and shall be made good at his own cost.

8. C.P.W.D. & I.S. specifications shall be followed during the process of work. In case of any difference of opinion on any of these, decision of Superintending Engineer has to be followed.

9. No claim shall be entertained due to fluctuation in rates of labour and materials at any time during completion of work.

i.) Institute materials will be issued to the contractor for Bonafide use in the work allotted to him as per availability in stock on proper hand receipt and issue of rates specified in agreement.

ii.) Materials actually consumed in the work be calculated on the basis of approved design and specification and or laboratory test. The materials received by the contractor, in excess of actual consumption as determined above, will be charged at panel rates, which will be double of the issue rate of materials.

10. The tenderer employing trucks for carriage of materials or for other works shall comply the rules of Motor Vehicle Act, & in transporter bill for minor minerals carriage, verifiable transporter challan shall have to submitted.

11. The tenderer shall not be entitled to claim or compensation for any loss suffered due to:

- a. Natural calamities
- b. Act of enemies
- c. Transportation and procurement difficulties
- d. Circumstances beyond the control of state.

12. SITE ORDER BOOK

With numbered page and bearing the certificates of the Engineer will be kept by the site of work and it will be have to be produced if the Superintending Engineer / Inspecting Officer desire for any instruction concerning the work. This shall be property of the department after completion of work.

The work beyond the agreement shall be executed by the contractor, when specifically ordered by the Superintending Engineer or his authorized representative in writing in SITE ORDER BOOK, and the claim for such work shall be submitted regularly in every month. If the claim is not received in the month to which it is related, it will be treated as barred and to be disallowed.

13. The cost for each empty drum will be recovered in case it is not returned to the Institute store.
14. On account of Income Tax, applicable tax will be deducted from the bill of contractor,
15. Other Taxes as applicable shall be deducted from the contractor.

SECTION – VII

SPECIAL CONDITIONS

1. The contractor(s) shall not stipulate any additional conditions in their tender for increase of rate due to increase in rate of taxation railway freight etc.
2. Taxes, railway freight and incidental charges in materials and labour in respect of the contract shall be payable by the contractor and the Institute shall not entertain any claim whatsoever in this respect.
3. Site for execution of work will be available on award of work. In case the work site is not readily available OR work-site handed over partially due to some unavoidable reasons, the contractors will have to synchronise/ arrange the work-program accordingly. No claim whatsoever for not giving or late handing over of site on award of the work will be entertained.
4. The contract for the construction shall commence from the date of issue of work-orders.
5. The contractor(s) shall study the specifications, drawing and conditions carefully before submitting the tender.
6. The work will be executed according to the approved and sanctioned design and drawing, from time to time which will be binding on the contractor. No claim for change or modification in drawings and design will be tenable.
7. The contractor will be issued departmental materials as per availability of the same with the department. Materials taken by the contractor in excess on the calculated requirement will be charged to panel rates, which will be double the issue rates of the materials.
8. Contractor shall have to maintain materials at site Accounts which shall be inspected any time by the Superintending Engineer/ Supervising Staff.
9. The contractor shall arrange for necessary site accommodation and other facilities such as medical aid for the labour engaged by him at his own cost and no claim on this ground or for any incidental charges shall be entertained.
10. No claim for idle labour due to non-supply or delay in supply of materials, machine, design etc by the institute will be entertained.
11. The contractor will strictly follow the conditions laid down in the minimum wages Act. He shall comply with the labour laws as may be current and furnish information as required from time to time.
12. All materials brought to site by motor vehicle other than vehicles belonging to the contractor this work should be public carriage vehicles. The carriage of such materials by private carrier would be illegal and contractor will accordingly responsible for employing private carrier instead of public carrier.
13. The motor vehicle rules shall be followed by the contractor who will also responsible for infringement of traffic rules, accidents damages to road and culvert etc. No responsibility for all or any the above will rest with the institute.
14. The work shall be done according to the Building Circle Patna specification. In respect of such items of works which are not covered by the Circle specifications. The Specifications laid down by the Superintending Engineer, IGIMS, Patna shall be followed, which will be final and conclusive.
15. All R.C.C. as well as plain cement concrete works shall be machine mixed and vibrated properly. For curing horizontally laid concrete components shall be submerged under 2" constant head of water and on vertical concrete components shall be constantly sprayed as directed by the engineer in charge.
16. Lime concrete intended for terrace work over R.C.C. slab roof shall also be machine mixed.
17. All shuttering and centering materials shall be arranged and procured by the contractor at his own cost and shall consist of rigid wood works and steel works so as not to deform or get disturbed, as sequel to the working of vibrator. All scaffolding materials shall also be procured and by the contractor at his cost. In case of centering and shuttering of R.C.C. columns only steel plates of requisite thickness shall be used and not wooden planks so as to give smooth surface.
18. No claim shall be entertained by the institute for cleaning and scraping rust and other harmful element from steel.
19. All R.C.C. works shall be designed as per latest I.S. Code of practice.
20. If during execution of work, an item is provided in the B.O.Q. is not required to be executed due to change of specification etc., the contractor will have no claim what-so-ever if that item is not got executed through him.
21. The contractor shall get sample of brick, sand, stone-chips etc., approved by the Executive Engineer In charge before undertaking mass collection. The same samples of the approved quality of materials shall be kept in custody of the Executive Engineer in charge, for comparison later on and when the contractor's supply is made during progress of the work.
22. For overall structural works except plastering, clean and coarse Sone-sand shall be used and should be screened to 266 mesh in one square inch before use in work.
23. Flat iron for making grills for windows, rails for staircase etc. shall be procured by the tenderer him-self.
24. All points of welding grills etc. must be clean, smooth and strong. The samples of grill shall be got approved by the Executive Engineer/Engineer in charge before taking up mass manufacture.
25. After completion of work, the building floor shall be thoroughly washed and cleaned. Any paint. Cement marks on glass panes, shutters shall be removed and cleaned properly at the contractor's cost.
26. The contractor shall remove his surplus materials, rubbish etc., and leave the site clean and leave after leveling and dressing the premises of the work as directed by the Engineer in Charge.
27. The site shall be cleaned of all rubbish, leveled and dressed as directed by the Engineer In Charge and shall be prepared for lay out works. Rushes, weeds, stumps of trees if any shall be removed by the contractor at his own cost before lay-out

is taken up as directed by the Engineer in Charge. The costs of masonry pegs, strings, labors etc., are incidental expenditure in the layout of the work and shall not constitute claim for the same.

28. The arrangement and cost of all strong-shad, labour, shades, vats, tools and plants scaffolding water supply, electric power supply and building accessories shall be borne by the contractor. He shall also provide all facilities and medical-aid to the labours employed by him at his cost.
29. Any approach road necessary for carriage of building materials to site will have to be constructed by the contractor at his own cost and no claim for the same will be entertained by the Institute.
30. The contractor shall keep at site such equipment's as required for testing for the field, the soundness of materials etc. Moulds for making concrete cube, steel cones for slump test etc., shall be kept at site and cost for making them shall be born by the contractor and no claim for the same will be tenable. He shall arrange for collecting the samples and forwarding the required number of samples for test and analysis at such time and to such places as directed by the Engineer in charge and full payment for R.C.C. works executed shall be made only on satisfactory test result.
31. Good and Approved quality of Lime shall be used and samples may be approved before use in works. In all R.C.C. & P.C.C. work, stone chips & Sone sand of specified size & grade shall be used in Concrete work. Masonry works shall be confirm to the relevant IS code.
32. In case of TL inverted or rectangle beam, only the rib portion projecting above or below the slab shall be measured for purpose of payment.
33. The jam and soffit of the doors and windows openings should be smooth true to plumb and suitable space will have to be left for receiving W.I. clamps as per direction of Engineer in Charge for which no claim shall be entertained.
34. Procurement of water in all season with all leads and lifts shall be done by the contractor at his cost.
35. All conditions attached with N.I.T. and the B.O.Q. will form an integral part of the contract and should be duly signed by the tenderer as token of acceptance while submitting the tender for the work.
36. The contractor will solely be responsible for accident etc., if any; during execution of work and no liability for this shall lie with the institute.
37. Suitable recesses for fixing clamps, doors and windows, jali work and railings wherever required shall have to be provided by the contractor in brick walls R.C.C. columns and R.C.C. roof as per direction of Engineer in charge without any cost.
38. The Engineer in charge will have full power to remove from the premises of the site, all materials which in his opinion are not in accordance with specifications and in case of default, the Engineer in charge is at liberty to get sold such inferior materials at the contractor risks or remove the same from site at the contractors risk and cost.
39. The teakwood and sal-wood shall be well-seasoned and free from any timber defect or manufacturing defect. Frames and shutter shall be got approved before use in the works.
40. Fittings and fixtures for doors and windows etc., shall be got approved by the Engineer in Charge well in advance, before use in the work. The approved fittings and fixings fixtures shall be mounted on a wooden board and always kept at site of work open for inspection and one such mounted board will be deposited in the office of Executive Engineer in charge, at the contractor's cost.
41. Wherever not specified other-wise, only 1/8" plain glass panes weighting 07.00 Kg. per sq. meter shall only be in all glazed shutters.
42. The contractor shall offer all facilities to the Institute Engineers for supervisions, checking of bills etc., and any damages in the process will be made good by the contractor on his own cost.
43. Where joints in reinforcements in R.C.C. works cannot be avoided due to non-availability of required length of steel bars whether mild or tor steel the same will be formed by over-lapping to length of 45 times the diameter and tying the overlapped portion with 16-5 annealed soft iron wire.
44. During casting R.C.C. foundation, trenches shall be kept free from water and if necessary, the water shall be pumped out for which no extra payment to the contractor shall be made.
45. The tenderer must mention in their quotation their GST Registration Number and. They should also furnish an up-to-date clearance certificate from the Department of concerned in respect of payment of Tax and Sales Tax.
46. The items detailed in this BILL OF QUANTITIES for which tenders are invited are for complete finished work in respect of items of works namely cost of materials labour, scaffolding other requisite accessories, equipment(s) etc., for curing etc. And tenderer must quote rate accordingly.
47. Payment shall be made for quantity in items of work done on actual measurement.
48. Before undertaking collection of materials required in the construction work shall be incumbent upon the contractors to get the quality approved by the Engineer in charge. Such approved samples of all materials shall be kept in the custody of Engineer in charge in sealed jars or boxes for comparison later on with the collection made during progress of work.
49. It shall be incumbent upon the contractor to adjust the strength of the labour and organizational machinery for execution of works according to the agreement and no claim what-so-ever shall be entertained by the institute for ideal labour and management for reasons of inability of the institute to provide and supply institute materials in time.
50. Throughout the building operation the contractor shall:-
 - a. Carefully prevent water logging near the foundation by suitable arrangement keeping the ground around the building clear and with a slope outwards from the building site etc.
 - b. Not dig any pit close to the building without prior order of Engineer in charge.
 - c. Avoiding over loading and R.C.C. slabs or beams with heavy structure etc., over it in excess of its design load.
51. After construction operation are completed by him the contractor shall: -
 - a. Remove from the site all his surplus materials and rubbish and also dismantle and remove all his temporary device made in the process of execution of the work and fill up any pits where necessary and leave the site in a nice and tidy manner.
 - b. Level and dress the ground to proper level with proper slopes in such directions as may be ordered by the Engineer in charge to a width of 30' 0" all around the building.
 - c. Make over the building and ground to the Engineer in charge in clean and fit state for occupation and use. The work and contract shall not be considered complete until all these things are done.

52. **LAY OUT:** - The layout of the structure will be the responsibility of the contractor but the work shall not be taken-up in hand before the Engineer in charge or his representative has satisfied him-self of the correctness of the layout.
53. **BENCHES:** -The contractor is to construct and maintain proper benches the intersection of all main walls in order that lines and levels may be accurately checked at all times.
54. **ACCESS FOR INSPECTION:** - The contractor is to provide all times during the progress of the work and the maintenance period means of access with ladders, gang-way etc. and the necessary attendance to move in and adopt as directed for the inspection and measurement work by the engineer in charge or his staff.
55. **ORDER BOOK:** - The contractor will be required to keep an ORDER BOOK at the site of work. Any special order or instruction to be issued to contractor will be recorded in the book, by the engineer in charge or his representative. Each page of this book will be numbered and the number of pages in same shall be certified by the engineer in charge or his representative. This will be always kept at site of work and the contractor will sign all orders recorded therein token of his having seen and noted. This book will be the property of the Institute.
56. The contractor is to make his own arrangement for water. If the contractor is allowed to take water from town main by the competent authority in charge of water supply, he is to provide at his own cost all necessary pipe fittings, tank and temporary pumping work in satisfactory condition and on the completion of the work taken up and remove all such installations and structures and make good the work disturbed to the satisfaction of the Engineer in charge.
57. **LIGHTING ARRANGEMENT:** - The contractor is to make his own arrangements for the purpose of lighting of the whole site. If however the contractor is allowed to take the electric supply from the town distribution system by the competent authority. He has to provide his own cost the temporary connection and lines etc. which shall be removed after the completion of the contract period. The cost of electricity charges and taxes will be borne by the contractor.
58. **DIMENSIONS:** - Figures dimensions in all cases are to be accepted in preference of scaled size. Large scale details will precede small scale drawing. In case of discrepancies the contractor is to ask a clarification before proceeding.
59. **WORK PROGRAMME:** - The contractor on starting the work shall furnish to the Engineer In charge a Programme for carrying out the work stage in the stipulated time. Graphs or chart on each individual work shall be maintained by the contractor at site showing the progress, week by week.
60. **PROVISION OF EFFICIENT AND COMPETANT STAFF:** - The contractor shall placed and keep on the works at all time efficient staff to give necessary direction to his workers and to ensure that they execute their work in sound and proper manner and shall employ only such supervision workmen and labour in or about the execution of work as are careful and skilled in the various trade and callings. The contractor shall at once remove from the works any agent permitted sub-contractor, supervisor, workmen or labours whom is objected to, by the engineer in charge. He shall submit a correct return showing the names of all staff and workmen employed by him. In the event of the engineer in charge having the opinion that the contractors is not employing on the work sufficient number of staff and workmen as is necessary for the proper completion of the work within time prescribed, the contractor shall forthwith on receiving intimation to this effect, take on the additional number of labour/staff within seven days of being so intimated and failure on the part of the contractor to comply with such instruction will entitle the Engineer in Charge to reject the tender and take action during the course of the execution of work.
61. **PRECAUTION DURING THE PROGRESS OF WORK:** -During the execution of the work the contractor shall at his own cost provide the materials for the stability of the structures and during any excavation work shall ensure that no damage or injury or loss is caused or likely to be caused to person or property.
62. The special conditions of instruction supplement the instruction to the tenders and the general conditions of contract for the work shall be considered as part of the contract papers. Where the provisions of the general condition on technical aspects are at variance with these special conditions of the contract, the provision of these special condition shall prevails.
63. As soon as practicable after he had been instructed to begin the work the contractor shall be required to submit the procedure and manner in which he proposes to carry out the contract works which the contractor intends. The submission for approval by the Engineer in charge of such program or the finishing of each particular shall not relieve the contractor of any of his duties or his responsibilities under this contract.
64. **SETTING OUT WORK:** - The contractor shall be responsible for the time and proper settlement of the works and for the corrections in the work and provision and supply all necessary instrument, appliances, materials, pegs, strings, nails benches and labours in connection therewith at his cost. If at any time during the progress of work, any error shall appear or arise in the structure, the contractor on being required so to do by engineer in charge, representative for correction there of, the contractor shall carefully protect all bench, marks, site rail, pegs and other things used in setting out the work.
65. **PERIOD OF MAINTENANCE:** - The building and other newly created infrastructure shall be maintained by the contractor, for 12 (twelve) months after satisfactory completion of work, during which the contractor shall be responsible for any defect that may develop in the materials or in the workmanship of the building and shall make them good to the satisfaction of the engineer in charge. Where the items of works are not explicitly clear from drawing or the estimate, the decision of the engineer in charge on anything not included in the specifications will be final.
66. The contractor has to sign P.W.D. Form No. F-2, and all works shall be subject to the terms and conditions in it. Where there is not mentioned of any detailed specification for item of work of PWD/CPWD will be followed.
67. The approved contractor shall have to engage a qualified engineer to execute the work and take instructions from the officer of the Department.
68. The contractor(s) are advised to study the drawing and other tender papers carefully and should quote rates inclusive of all charges, material, labour, transportation, execution, centering, shuttering, scaffolding, disinterring plants, equipment's and other apparatus required for the successful execution of the job. All R.C.C. works must be done and completed with concrete mixture and vibrator.
69. The envelope of the tender should state the name of the work tendered for it.
70. The R.C.C. and P.C.C. will satisfy the requirement of latest edition of I.S.-456 and Bihar P.W.D. standard specification with latest recommendations.
71. The rate of R.C.C. shall include the cost of providing all materials and labours, all taxes and royalties etc. mechanically, centering and removing the same, curing as per the direction of Engineer in charge and bailing out where necessary for casting the concrete, but shall exclude the cost of reinforcement as mentioned in the items.

72. The measurement of R.C. components shall follow the I.S. code and standard practice for measurement and the methods contained in the tender documents and shall be binding on both parties.
73. **Technical decision:** In the event of any dispute or difference on technical matters, as for example, in interpretation of specifications, method of measurement, quality of materials, workmanship, manner of execution, or any other matter connected with the contract, the matter shall be referred to the Superintending Engineer, IGIMS, Patna, whose decision shall be binding on the Contractor.
74. **Dispute Resolution:** Any other work-contract dispute, other than of technical matter, a mutually agreed solution shall be made by the Competent Authority, IGIMS, failing which matter shall be refer to legal, in judicature of appropriate Court in Patna.
75. Payment will be made after the submission of clearance certificate for payment of royalty cost of minerals like clay, bricks, stone chips, etc., used in the work from the District Mining Officer; otherwise the same will be deducted from the contractor's bills at the prevalent rates of the mining.
76. Payment will be made only after satisfactory result of the quality control to be done by the Institute.
77. Subletting of the work is not permissible.
78. The period of defect liability shall be 12 (Twelve) months from the date of work-completion as certified & accepted by the Engineer-in-charge during which it shall be incumbent upon the contractor as maintain and make good all the damages in the building.
79. **रॉयल्टी, सिग्नियोरेंज शुल्क एवं सामग्री के परिवहन (Carriage) के संबंध में :**
- ❖ खनन एवं भूतत्व विभाग, बिहार सरकार द्वारा निर्गत पत्र संख्या 04/डी0जी0एम0-20-142/24 के माध्यम से बिहार खनिज (समनुदान, अवैधखनन, परिवहन एवं भंडारण निवारण) (संशोधन) नियमावली, 2024 के अंतर्गत सरकारी परियोजनाओं में प्रयुक्त लघु खनिज (जैसे बालू, गिट्टी आदि) के संबंध में जारी किया गया दिशा-निर्देशलागू होगा।
 - ❖ राज्य सरकार द्वारा अधिसूचना संख्या-4374 / एम०, दिनांक-16.10.2024 से बिहार खनिज (समाहन, अवैध खनन, परिवहन एवं भण्डारण निवारण) नियमावली, 2024 प्रकाशित की गई है (प्रति संलग्न)। नियमावली के नियम-57 में सरकारी कार्य विभाग के परियोजनाओं में व्यवहारित खनिज के लिए किए गए प्रावधान लागू होगा।
 - ❖ Bidder's Caution: The bidder has to furnish and get verified the e-challan for royalty paid to the Mining Deptt. GOB, portal, quantity of which should match to bid-quantity, and submit the verifiable transport challan for minor mineral carriage from bid source to destination at work site IGIMS. This will be mandatory failing Claim under carriage head will be interpreted illegal under Mining Act/Rules/ Orders and no payment shall be entertained under carriage head and matter will be reported to the Mining Deptt. for punitive or penalty Under the provisos to Mining Rules and orders made thereon.
80. The quality of all the items to be utilized by the successful bidder must be get approved by the Engineer-in-charge, before installation and utilizing it. The successful bidder has to submit daily progress report and submit the measurement of the work to the Engineer-in-charge while execution of the work.
81. **Special Conditions with reference to Deployment Technical Personnel**
- (i) Deployed staff/worker cannot be changed without written approval of Engineer-in-Charge. Deployed personnel, if found unsuitable or absent, shall be replaced within specified time. The same key personnel should not be committed simultaneously in multiple works, unless justified by the contractor.
 - (ii) Deployment of additional expert personnel, as for example - Electrical Testing Engineer, HVAC Commissioning Engineer, Fire Fighting Engineer, Biomedical Engineer, Automation/BMS Engineer and others required during *work in progress* and completion of work shall have to be ensured by the contractor.
 - (iii) Failure to deploy the required technical staff, minimum of Rs. 1000/- to Rs. 25,000/- per month, as per work importance, shall be deducted as penalty from the RA /Final bills. Compensation/recovery of amount may be made from contractors' bill in hand or from any other bill in IGIMS works.
82. **Late submission of Bill**
- (i) Bidder shall ensure timely submission of RA/Final bill (within 10 days on work completion and measurement). No final bill shall be processed unless bidder handed over all the work-related documents like measurement records, test report, warranty/ guarantee, O & M Manual, invoices of equipment /instruments procured for the works and other site records on demand of engineer in charge.
 - (ii) Delay submission of bill by the contractor shall attract deduction @ Rs. 500 per day (maximum cap Rs. 10,000/-) from each RA/Final bill
83. **Note: Applicable for Work-contract at Sl. No. – 01 of NIT (Steel Structure Work Only).**
- a. If the work is awarded, the successful bidder shall, at his own cost, engage a Government-registered/empanelled Architect, Structural Engineer or Consultant for preparation of detailed steel structure designs, structural calculations, shop drawings, fabrication drawings, plans, elevations and sections as required for execution of the work.
 - b. The detailed structural design and drawings for the steel structure shall be duly vetted by an IIT, NIT or any other institution approved by the Engineer-in-Charge before commencement of fabrication/execution.
 - c. All expenses towards design preparation, vetting charges, consultancy fees and allied services shall be borne entirely by the contractor, and no separate payment shall be admissible on this account.
 - d. The scope of work shall be as specified in Annexure-02, the approved concept drawing and the BOQ.
84. **Note: Applicable for Work-contract at Sl. No. – 02 of NIT (Steel Structure Work Only).**
- a. If the work is awarded, the successful bidder shall submit a vetted structural design along with detailed drawings (plan, elevation and sections) based on the BOQ specifications and Annexure-03 (Drawing Plan/Layout approved by the Engineer-in-Charge).
 - b. The drawings and design shall be duly vetted by a Government registered / empaneled Structural Engineer or Consultant for civil works and submitted for approval of the Engineer-in-Charge before execution of the work.
 - c. The cost incurred for engaging such Government registered / empaneled Engineer or Consultant for vetting of the design and drawings shall be borne entirely by the bidder.
 - d. The scope of work shall be as specified in Annexure-02, the approved concept drawing and the BOQ.

SECTION – VIII
TECHNICAL BID CHECKLIST
Mandatory Documents for Technical Evaluation
Based on Published Tender Document

The documents listed below are Mandatory for determination of the Responsiveness and Eligibility of the Technical Bid. Non-submission, submission of incomplete, illegible, invalid or false documents, or failure to satisfy the eligibility requirements prescribed in the Notice Inviting Tender (NIT), shall render the Technical Bid Non-Responsive and the bid shall be liable to rejection during Technical Evaluation, without opening the Financial Bid.

Sl. No.	Mandatory Document	Reference (NIT Section / Clause)
1	Proof of successful payment of E-Tender Processing Fee	Section III(a); Section II(B), Clause 4
2	Proof of successful payment of Cost of Bid Document	Section III(a); Section II(B), Clause 4
3	Earnest Money Deposit (EMD) Receipt or Valid Bank Guarantee, as applicable	Section III, Clause 2
4	Valid Contractor Registration Certificate in appropriate Class/Category	Section I (Eligibility)
5	Experience/Completion Certificates satisfying the prescribed eligibility criteria	Section III, Clause 1(1)
6	Valid GST Registration Certificate	Section III, Clause 4
7	PAN Card and Income Tax Return Acknowledgements for the latest applicable Assessment Years	Section III, Clause 5
8	EPF Registration Certificate with latest challan or valid undertaking for non-applicability	Section III, Clause 3
9	ESIC Registration Certificate with latest challan or valid undertaking for non-applicability	Section III, Clause 3
10	Audited Financial Statements/Annual Turnover for the last three Financial Years along with Chartered Accountant's Certificate	Section III, Clause 7
11	Solvency Certificate (where applicable as per NIT)	Section III, Clause 11
12	Bidding Capacity Statement with details of ongoing commitments	Section III, Clause 10
13	Details of Technical Personnel proposed for deployment	Section III, Clause 1(2)
14	Details of Plant, Machinery, Tools & Equipment with supporting documents	Section III, Clause 8
15	Power of Attorney/Authorization Letter in favour of the Authorized Signatory	Section III, Clause 12
16	Prescribed Affidavits, namely: (i) Non-Blacklisting Affidavit, (ii) Conflict of Interest Affidavit, (iii) Near Relative Affidavit, (iv) Litigation History Affidavit, (v) Financial Availability Affidavit, and (vi) Electrical License Affidavit (where applicable)	Section III, Clause 9
17	Declaration regarding correctness and authenticity of information/documents submitted	Section III, Clause 13
18	Acceptance of Tender Conditions through Digital Signature Certificate (DSC)	Section III, Clause 14

General Conditions

1. The Technical Bid shall be evaluated strictly on the basis of the documents prescribed in the Notice Inviting Tender (NIT).
2. All documents shall be uploaded in legible, complete and duly signed form by the authorized signatory using the bidder's valid Digital Signature Certificate (DSC).
3. Mere submission of a document shall not constitute compliance unless the document satisfies the eligibility and qualification requirements prescribed in the NIT.
4. Submission of any false, forged, fabricated, misleading or materially incorrect document or information shall render the bid **Non-Responsive** and liable to rejection, without prejudice to any other action permissible under the applicable contract conditions, rules and law.

5. The Institute reserves the right to verify the authenticity of any document and may call for the original documents for verification at any stage of the tender process. Failure to produce the original documents within the stipulated time, wherever called for, may result in rejection of the bid.
6. Financial Bid of only those bids which are found substantially responsive and qualified all the mandatory eligibility criteria of the NIT will be opened.
7. The decision of the Tender Inviting Authority regarding the responsiveness, eligibility and qualification of the Technical Bid shall be final and binding, subject to the provisions of the applicable procurement rules and the tender conditions.

Signature of Bidder with Seal

NIT No. :- 03 /IGIMS/Eng. Cell /CW& EW/2026-27
BOQ Attached

Sd/-
Director,
I.G.I.M.S. – Patna.