

INDIAN INSTITUTE OF TECHNOLOGY PATNA

Name of Work:- Solid Waste Management i.e. Collection, Segregation, Transportation of Solid Waste, Composting of Biodegradable Waste Fraction and Management of Non-biodegradable Waste Fraction generated as per the Scopes of the Work at IIT Patna

November 2020

TENDER DOCUMENT

INDIAN INSTITUTE OF TECHNOLOGY, PATNA Bihta, Patna-801106 (Bihar)

INDEX

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INDIAN INSTITUTE OF TECHNOLOGY PATNA

Bihta, Patna-801106 (Bihar)

1. Notice Inviting e-Tender

The Registrar, Indian Institute of Technology Patna, invites E- tenders item rate in two bid system (Technical Bid and Price Bid) for the work of **“Solid Waste Management i.e, Collection, Segregation, Transportation of Solid Waste, Composting of Biodegradable Waste Fraction and Management of Non-biodegradable Waste Fraction generated as per the Scopes of the Work at IIT Patna.”** from the reputed, resourceful and experienced Firms/ Contractors who have executed similar nature works in any Central / State Government /PSU and who fulfill other eligibility criteria of Tender Document. Tender notice available on www.eprocure.gov.in/eprocure/app, www.iitp.ac.in.

a)	Bidding Document No.	IITP/IWD/RS/NIT/06/2020dated 10.09.2020
b)	Name of Work	Solid Waste Management i.e. Collection, Segregation, Transportation of Solid Waste, Composting of Biodegradable Waste Fraction and Management of Non-biodegradable Waste Fraction generated as per the Scopes of the Work at IIT Patna.
c)	Estimated cost put to the Tender	Rs. 48,12,372/- (Rupees Forty Eight lakh twelve thousand three hundred seventy two only).
d)	Period for completion	36 Months
e)	Cost of Tender document.	NIL
f)	Earnest Money Deposit (EMD)	Earnest money Deposit (EMD) of Rs.96,247/- (Ninety six Thousand Two Hundred forty seven only)to be deposited in the institute’s account through SBI i-collect and the receipt of submission is to be uploaded along other technical bid documents. For details regarding submission of EMD, the webpage with following link may be visited: https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=595859 Alternatively, the bidders may provide an unconditional bank guarantee of Rs. 96,247/- valid for 6 months from the last date of bid submission in the format provided in Annexure - D or Fixed Deposit Receipt endorsed in favor of IIT Patna.
g)	Bid Submission Start Date and Time	09.00 hrs. on 12.11.2020

h	Clarification/query may be asked up to	15:00 Hrs on 24.11.2020
h)	Bid Submission End Date and Time	15:00 hrs. on 02.12.2020
i)	Date and Time for Opening of Bids(Technical Bid)	15:00 hrs. on 03.12.2020
j)	Financial bid Opening	To be intimated later on.
k)	Defect Liability period	NIL
l)	Validity of Offer	180 Days from the date of opening of price bid
J)	Address for Communication	Executive Engineer, Residential Zone, (Institute Works Department) Indian Institute of Technology Patna, Kanpa Road, Bihta, Patna-801106 Ph:- 06115-233-005 E-mail:- dnjha@iitp.ac.in with a copy to iwd_head@iitp.ac.in

The tender document can be downloaded from website. Corrigendum, if any would appear on the www.eprocure.gov.in/eprocure/app and IIT Patna website. IIT Patna reserves the right to reject any or all the tenders in part or full without assigning any reasons thereof.

2. INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the BG/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid

summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

3. Information and instructions for Bidder

INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e- TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE

- a. Information and instructions for Contractors will form part of NIT and to be uploaded on www.tenderwizard.com/IITPATNA website.
- b. The bid document consisting of scope of works and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <http://www.eprocure.gov.in/eprocure/app>. But the bid can only be submitted after uploading the mandatory scanned documents such as EMD and other documents as per tender document.
- c. The Draft information and instructions to Contractors may be modified suitably by NIT approving authority as per requirement.
- d. The bidder must ensure to quote rate for each items separately in the specified column. If any column of rate against any item remains left blank by the bidder, it shall be treated that the bidder has quoted nil rate for that and the item will be executed by the bidder free of cost.
- e. IIT Patna shall not be responsible for non-receipt bid due to internet issues or any other reasons.
- f. The work is estimated to cost Rs.48,12,372/-.This estimate however, is given merely as a rough guide.
- g. Tender documents consisting of specifications, schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen on website <http://www.eprocure.gov.in/eprocure/app>.
- h. The information and instructions for tenderers / bidders posted on the web-site shall form part of bid/tender documents.
- i. The bid can only be submitted after scanning and uploading the mandatory details within the period of tender submission as per critical data sheet.
- j. Envelope containing Cost of EMD(In case of bank guarantee or FDR)(with due mention of Name of work, NIT No, Date & time of opening of bids) to be submitted in HOD(IWD) Office or in IWD Tender Box placed at Ground floor, Admin Block(Left Wing). The documents submitted shall be opened as per scheduled time mentioned.
- k. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit (EMD) placed are found in order.
- l. IITP will deduct a sum at the rate of 5% of the gross amount of each running bill of the contractor as security deposit (total 10% including 5% performance security). Security deposit shall be refunded after completion of works.
- m. The successful bidder has to submit a performance guarantee (P.G.) of 5% of the tender amount within 10 days from the date of issue or letter of Acceptance (LOA).

The guarantee shall be in the form of DD/BG/FDR of any schedule bank in favour of Registrar, IIT Patna, payable at Patna.

- n. There shall be defect liability period of zero months from date of successful completion/handover. During defect liability period, contractor has to rectify/replace defected items. (No defect liability period due to services contract)
- o. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
- p. The competent authority does not bind itself to accept the lowest or any other tender and reserves the right to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
- q. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- r. Tender for the works shall remain open for acceptance for a period of One hundred eighty days (180) from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Institute, then the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further the tender shall not be allowed to participate in the re-tendering process of work.
- s. In case the contractor fails to commence the work specified in the tender documents on 7th day or such time as may be mentioned in the letter of award or from the date of handing over the site wherever is later, the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the earnest money absolutely.
- t. The time allowed for carrying out the work is 5 months from the day after the date of written orders to commence the work or from the first day of handing over the site, whichever is later.
- u. The bidders may contact to AE(Civil), IWD, IIT Patna (Ph:- 0612-3028008) for any clarification during the office hrs.
- v. The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents mentioned in the bid document should and must be uploaded.

The Bids sent through FAX, E-mail, by hand and/or by post shall not be accepted/ processed in any case.

w. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time. The IITP reserves the right to accept or reject any or all the tenders.

x. Conditional tenders will be summarily rejected.

4. Eligibility Criteria:

Contractors/ vendors who fulfill the following requirements shall be eligible to apply. The joint ventures are not accepted.

a) Experience of having completed/substantially completed during the last 7 years following 'similar works' ending last day of the month previous to the one in which applications invited:

Three *similar completed works costing not less than the amount equal to 40% of the estimated cost.

OR

Two *similar completed works costing not less than the amount equal to 60% of the estimated cost

OR

One *similar completed work costing not less than the amount equal to 80% of the estimated cost.

AND

One work of any nature (either part of (i) or a separate one) costing not less than the amount equal to 40% of the Estimated cost put to tender with some Central/State Government Organization/Central Autonomous Body/Central Public Sector undertakings.

- The "Similar work" shall mean "Solid Waste Collection/ Segregation/ Disposal/ Management of any Institution/Campus"

- A Completion certificate from Client indicating at least name of work and value of work completed must be submitted by the bidder.

b) The bidder should not have incurred loss (profit after tax should be positive) in more than two years during last five financial years ending 31st March 2019, duly audited and certified by the Chartered Accountant.

c) Should have average annual financial turnover on works amounting at least 30% of the estimated cost of the work during the last three consecutive financial years ending on 31.03.19 duly certified by a Chartered Accountant.

d) Should have valid PAN (Permanent Account Number of Income Tax) & Service Tax Registration no. Copies of documentary evidence to be submitted.

e) It is desirable that the bidder should have valid PF Registration No. & GST registration (If required), ESI, Income tax clearance certificate. In case, the bidders do not have PF Registration No. & GST registration the same shall be obtained if required by successful bidder within one month from the date of LOI or before release of First RA Bill.

f) The Startups are exempted from submission of EMDs in this tender. For availing this relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT).

5) List of Documents to be uploaded along with technical bid :

- a) Scanned copy of printout of EMD submission, Bank Guarantee or exemption certificate, if any.
- b) Scanned copy of Experience certificates as defined in Para1.
- c) Scanned copy of GST No and Scanned copy of Pan Card.
- d) Scanned copy of Audited Annual Accounts for Financial Years 2016-17, 2017-18 and 2018-19. Average Annual Turnover for last three financial years i.e.-17, 2017-18 and 2018-19
- e) Scanned copy of EPF & ESI Registration Certificate (If applicable).
- f) Scanned copy of Annexure- I to V.
- g) Scanned copy of Startups and presentation including detail of innovation/new technology to be adopted for comprehensive solution of scope of work if any for claiming relaxations under startups.

Note: - Technical Bid will be evaluated along with above mentioned documents/credential

6) SCOPE OF WORK

Background:

Indian Institute of Technology Patna is one of the new IITs established by an Act of the Indian Parliament passed on August 06, 2008. IIT Patna has ten departments: These are Computer Science & Engineering, Electrical Engineering, Mechanical Engineering, Chemical & Biochemical Engineering, Civil & Environmental Engineering, Metallurgical & Materials Engineering, Chemistry, Physics, Mathematics and Humanities & Social Science departments.

IIT Patna campus is located at Bihta which is approximately 40 km from Patna. IIT Patna has its campus spread over 500 acres of land. The campus has both residential as well as non-residential buildings. Total strength of persons staying in the campus at present is 3000 which is likely to grow to 7000 by the end of five years from today. Tentative quantity of waste generated as on date is **1.50 tonnes/day**. Campus is divided in three zones namely Academic Zone, Residential Zone and Hostel Zone. Two number of Married accommodation is situated outside the campus within 3 KM and 60 students are residing there.

IIT Patna is desirous of setting up a solid waste management system/plant setup of suitable capacity at its Bihta campus for scientific processing/recycling/ treatment/disposal of waste with an objective of sustainable functioning with least negative externality as per the Solid Waste Management (SWM) Rules, 2016. It is required to have an end-to-end solution for solid waste stream generated starting from collection, segregation, transportation, and treatment till its final disposal. The solid waste stream consists of biodegradable as well as non-bio degradable fractions.

Solid waste is generated in the campus primarily from the following four sources for collection, segregation, processing/treatment including traditional composting (with or without application of inoculum or seeding)of bio-degradable fraction, and management and disposal of non-biodegradable and non-recyclable fractions as applicable:

- 1 Dustbins/garbage bins of Academic area including food court's waste.
- 2 Dustbins/garbage bins of Hostels area including kitchen/mess waste.
- 3 Dustbins/garbage bins of Residential area including Guest House and Outside Married Accommodation
- 4 All around road side dustbins/garbage bins and adjoining 10 m radius area of dustbins/garbage bins, etc.

In case of difficulty in getting source-segregated waste fractions (dry and wet) in the dustbins placed at each floor, door-to-door collection of source-segregated waste shall be performed from each household in the Residential Area as per the instruction of the competent authority of the Institute without any extra cost.

The solid waste stream from each source can be classified into following categories for segregation:

- I. Bio-degradable waste fractions comprising food waste, vegetable peels sewage sludge (periodical), etc. as suitable for traditional composting.
- II. Non bio-degradable waste fractions comprising dry recyclables like plastic, metals, glass, etc. and non-recyclables for management and safe disposal.

It is necessary to collect the trash from every garbage bins/dustbins located at/on:

- I. The street
- II. Hostels and Canteens
- III. Designated garbage bins/dustbins in academic area (Academic and administrative Offices).
- IV. All floors of various buildings of different zones of the campus as mentioned in the tables at "Annexure – C".
- V. Note: Chemical waste, biomedical waste and e-waste are not included in the scope of work.

Followings are the scopes of the job in brief:

Brief scopes of the job include collection, segregation, processing/treatment including traditional composting (with or without application of bio-culture/inoculum or seeding) of bio-degradable fraction, and management and disposal of non-biodegradable and non-recyclable fractions as per the Solid Waste Management (SWM) Rules, 2016.

A. Collection and segregation of solid waste:

1. Collection of trash/waste daily from every street garbage bins/dustbins, individual household/each floor of residential area, Hostels and Canteens, designated garbage bins/dustbins in academic area (Academic and administrative Offices), Offices, etc. as indicated in Annexure 3. The trash to be removed from the designated garbage bins daily to ensure cleanliness at all times.
2. The agency has to convince the residents for source-segregation of waste through information, education and communication (IEC) campaign including, but not limited to posters, interactions, etc.
3. The garbage should be collected in segregated form or it should be segregated after collection and the bio-degradable waste fraction should be used for traditional composting at the designated composting yard/plant within the campus and the other non-biodegradable fraction including dry recyclables and non-recyclables should be taken by service provider for further segregation, recycling and scientific disposal as per the norms of IIT Patna campus or Solid Waste Management (SWM) Rules, 2016. Agency should ensure secondary segregation of waste in the yard prior to composting

if source-segregated waste is not received. In case of difficulty in getting source-segregated waste fractions (dry and wet), door-to-door collection of source-segregated waste shall be performed. **All responsibility (risk and cost) of safe and legal disposal of non-biodegradable fraction including dry recyclables and non-recyclables lies with the agency.**

4. Firm/Agency should provide uniform, safety equipment, tools, and identity card for each and every worker for smooth and safe execution of services. All consumables for garbage bins/dustbins including appropriate recyclable storage bags, segregation and composting and transportation shall be provided by the agency.
5. Garbage collection should be done on daily basis, so that cleanliness of the total campus areas shall be maintained in top condition at all times. At no point of time the area should give an impression of being-unattended.
6. The Agency has to use new, leak proof and covered waste transportation vehicles like tractors, vans, tricycles, etc. as appropriate and specially designed for garbage collection/transportation, as per specification and skilled/unskilled personnel for collection, segregation, processing including composting, and disposal of garbage by which the process shall take lesser time and increased frequency with economy. All the waste transportation vehicles are to be deployed by the agency/firm.
7. Continual monitoring and supervision shall be done by the contractor to ensure regular and effective service. One supervisor shall always be available in the campus.
8. All garbage bins/dustbins around the campus should be mandatorily cleaned daily after waste collection.
9. The contractor's personnel will pick all trash not only from the bins but also from the road sides near the bins. The area around the bins has to be swept and kept clean.
10. Please note that IITP has to follow the rules of Airport authority and no open disposal/collection of waste is permissible in the campus.

B. Traditional Composting (with or without Application of Bio-culture/Inoculum or Seeding) of Biodegradable Waste Fraction in Composting Pits at the designated Composting Yard/Plant and its Operation and Maintenance:

1. The traditional composting (with or without application of bio-culture/inoculum or seeding) of segregated, biodegradable waste fraction should be carried out in the pits at the designated composting yard/plant within the campus. Agency should ensure subsequent segregation of waste in the yard prior to composting if source-segregated waste is not received. The necessary civil infrastructure for supporting the composting activity like platforms, sheds, water supply, electricity would be provided by the Institute. However, the agency/firm has to bear the electricity charge, if any. State any additional requirements with costs, if any for traditional composting. Preference will be given to traditional composting techniques that minimize costs on additional infrastructure.
2. Time duration to convert the bio-degradable waste fraction into organic manure/bio-fertilizer following traditional composting process (with or without application of bio-

culture/inoculum or seeding) should be 3-4 weeks only. However, a lower demonstrated duration following traditional composting process is desirable.

3. The composting process should be odorless and should not affect the aesthetics of the surroundings of the composting yard/plant.
4. The traditional composting process (with or without application of bio-culture/inoculum or seeding) should produce only solid organic manure/bio-fertilizers and subject to proper curing. The organic manure/bio-fertilizer produced will be a property of the Institute.
5. The quality of solid compost (organic manure/bio-fertilizer) should comply with the specifications and the limits of the SWM Rules, 2016 and the Fertilizer Control Order (FCO), 2009 as follows:

Table: Compost Quality Standards as per the Solid Waste Management Rules, 2016 and the Fertilizer Control Order (FCO), 2009

S. No.	Parameters	Value
1	Color	Dark brown to black
2	Odor	Absence of foul odour
3	Particle size	Minimum 90% material should pass through 4.0mm IS sieve
4	Moisture, % by weight, maximum	15.0-25.0
5	Bulk density (g/cm ³)	<1.0
6	pH	6.5 - 7.5
7	Conductivity (as dSm ⁻¹), not more than	4.0
8	Total organic carbon (TOC), % byweight, minimum	12.00
9	Total nitrogen (N), % by weight, minimum	0.80
10	C/N ratio	<20
11	Total phosphate (P ₂ O ₅), % by weight, minimum	0.40
12	Total potassium (K ₂ O), % byweight, minimum	0.40
13	Arsenic (mg/kg)	10.00
14	Cadmium (mg/kg)	5.00
15	Chromium (mg/kg)	50.00
16	Copper (mg/kg)	300.00
17	Lead (mg/kg)	100.00
18	Mercury (mg/kg)	0.15
19	Nickel (mg/kg)	50.00
20	Zinc (mg/kg)	1000.00

Note: A sum total of nitrogen, phosphorus and potassium (N-P-K) nutrients shall not be less than 1.5% in compost.

Besides, the solid compost should be free of pathogens or their indicators such as fecal coliforms, fecal streptococci, *Salmonella*, *Shigella*, *Enterococcus*, Viable Helminth

ova, etc. or should at least conform to the Class A and B limits of the USEPA (1995) as follows:

S. No.	Parameters	Class A Limit	Class B Limit
1	Fecal coliforms (MPN/g dw)	1.00×10^3	2.00×10^6
2	<i>Salmonella</i> (MPN/g dw)	3.00	N.M.
3	Viable Helminth ova (ova/4 g dw)	1.00	N.M.

N.M.: Not mentioned

The release of monthly payment will be subjected to satisfactory performance of the composting process complying the prevalent compost quality standards based on the production of bill along with quarterly compost quality test report from a nationally recognized organization/institute/laboratory. Further, IIT Patna may time to time independently check the quality of the compost produced to assess the performance of the composting process.

6. Agency shall be responsible for operation and maintenance of the composting yard/plant. All consumables, tools, machineries like shredders, turner, aerators, sieving machine, etc., handling equipment, safety equipment, gloves, etc. shall be arranged and deployed by the agency for the composting process.
7. Biodegradable waste fraction shall be utilized on daily basis and it should not be kept dumped/unutilized for more than 3 hours. Any technical constraint, if any, shall be discussed in pre-bid meeting.

C. Scientific and legal disposal of non-biodegradable waste fraction including dry recyclables and non-recyclables:

1. Agency shall be responsible for scientific and legal disposal of non-biodegradable waste fraction including dry recyclables and non-recyclables following the SWM Rules, 2016. Agency may go for material recovery and recycling of dry recyclables at its own cost outside the campus. However, the entire non-biodegradable waste fraction/materials may be sold out by the agency at its own risk and cost. This will be the property/earnings of the agency.
2. Non-biodegradable waste fraction should not be accumulated and stored in the campus for more than a fortnight.
3. All responsibility (risk and cost) of safe and legal disposal of non-biodegradable waste fraction including dry recyclables and non-recyclables lies with the agency.

D. Information, education and communication (IEC) campaign for creating awareness about the proper solid waste management among the campus residents:

1. It will be also the responsibility of the agency to run information, education and communication (IEC) campaign including, but not limited to posters, interactions, etc. time to time to create awareness among the campus residents about the proper solid waste management and source-segregation of waste.
2. The agency has to convince the residents for source-segregation of waste through the IEC campaign.

7) SPECIAL TERMS & CONDITIONS

1. Motorized vehicles and other useful equipment's (trash bag) are recommended for use and the agency shall supply and maintain them at his own cost. The agency shall bear the cost of all consumables, petrol/diesel, repair and maintenance of the vehicle and machineries. All documents of vehicle including its insurance/ third party insurance shall be submitted within seven (7) days of issue of work order.
2. The Cost of Motorized and/or man driven vehicles, cleaning gadgets/instruments, accessories and labour shall be borne by the agency.
3. Adequate number of laborer's must be engaged every day and continuously for 365 days to carry out the assignments properly to the satisfaction of the Engineer-in-charge.
4. The agency shall maintain the agreed deployment of well trained personnel throughout the year.
5. The assets and articles provided by the Institute shall be property of the Institute and the agency shall merely be the custodian of such assets and articles. On termination of the contract, any such property shall be handed over back to the Institute in the same condition as received except the normal wear and tear. However recycled segregated waste collected in bins will be the property of Agency.
6. The agency shall assure that in the event of shortage of personnel on duty, the routine garbage collection and disposal work shall be executed effectively by engaging substitute personnel or assigning overtime duties to his other employees at his own costs and expenses. Non availability of labour or material shall not be accepted as a reason for poor service.
7. The agency shall ensure that all the personnel are imparted proper training at regular intervals, and follow safety practices, and report such training programs to the institute.
8. Names and other personal details of the employees engaged by the agency under the contract have to be submitted and approved by the institute.
9. The agency shall designate their representative stationed at the institute who would act as a liaison officer between the agency and the institute as and when required.
10. The agency shall employ its own staff or freelance labour and shall not hire any person specifically for this contract, so that in the event of termination of contract, the agency can move out without creating a human problem. The agency shall also not make any major investment specifically for this contract which will remain unused at the end of this contract.
11. Minor addition / alteration to the area covered as well as occasional "Cleanliness drives" are to be included when requested by the institute authority.
12. The service provider should handle the dustbin/all other IITP property carefully and in case of any damage due to mishandling the same shall be repaired/ replaced by the service provider.

13. The remaining solid waste should be disposed in as per municipal law (following MoEF guidelines).
14. The agency is imparted to do further segregation of non-bio-degradable waste for recycling.
15. After composting the materials shall be the property of IITP. It will be handed over to IITP free of cost for Gardening purpose.
16. Rates quoted in the financial bid must be inclusive of all central, state, local taxes, insurances, levy, cess, transportation & accommodation charge etc. including trade tax on works contract and GST applicable. Rate are also inclusive of payment to the Labour Department in accordance with the prevailing Labour law, including all statutory liability fixed by the Labour commissioner or any other law enforcement agency.
17. Without taking prior approval from the IITP/Engineer-in -charge, no fittings/materials will be removed for the purpose of repairs/replacement.
18. The agency shall ensure that the persons so deployed do not allow any property of the IITP related to Equipment's to be taken out of the premises without a Gate Pass signed by the designated officials of the IITP.
19. The agency shall at his own cost, if required, take necessary insurance cover (workman compensation) in respect of the aforesaid services rendered to IIT Patna and The agency shall comply with the statutory provisions of Contract Labor (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; and/or any other rules/regulations and/or statues that may be applicable to them. The agency shall indemnify the Institute against all claims which may be made upon the Institute whether under the aforesaid statutes or any other statute in force during the currency of this contract.

Agency shall deploy his persons in such a way that they get weekly rest. The working hours / leave, for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The agency shall arrange to provide reliever equally qualified in case of absence/leave/off etc. The agency shall in all dealings with the persons in his employment have due regards to all recognized festivals, days of rest and religious or other customs. In the event of the agency committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the IIT Patna, a sum as may be claimed by IIT Patna.

20. Agency shall keep the IIT Patna indemnified against all claims whatsoever in respect of the employees deployed by the agency, in case any employee of the agency so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the agency to contest the same. In case IIT Patna is made party and is supposed to contest the case, the IIT Patna will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses, which shall be paid in advance by the agency to IIT Patna on demand. Further, the agency

shall ensure that no financial or any other liability comes on IIT Patna in this respect of any nature whatsoever and shall keep IIT Patna indemnified in this respect.

21. No accommodation facility will be provided by the IIT Patna.
22. Income tax/ other applicable taxes if any will be deducted at source as per the rules in force from the bill and the amount so deducted will be credited to the Income tax/concerned authority and a certificate of the amount credit will be issued by the Account Section of Institute.
23. Institute reserve the right to curtail or enhance the scope of work either by deletion of certain items entirely or by reducing/increasing the quantities of certain items as required and reviewed by the Institute from time to time and therefore, the final value of the work shall be worked out and paid to the extent of work actually carried out.
24. IIT Patna shall not be responsible for any expense incurred by bidders in connection with the preparation & submission of their bids, site visit and other expenses incurred during bidding process.
25. Bidder should not be under liquidation, court receivership or similar proceeding and shall submit certificate for the same.
26. **Penalty Clauses:** If work is not carried out as per schedule, a penalty will be imposed @ 0.5% per week subject to the maximum of 10 % of total bill value.
27. Supervisor to be deputed by the agency should have educational qualification of Diploma/BSc/MSc/B.Tech in relevant field with minimum 3 years of experience on solid waste management.
28. The probation period will be 3 months. The contract of the agency may be terminated during this period by giving 7 days' notice. On satisfactory completion of the probation period, the term of the selected agency shall be as per terms of this NIT i.e. for three years subject to annual performance evaluation with a possible increase in the quantum of solid waste as per NIT. The Institute reserves the right to terminate the contract after the probation period and during entire contract period by giving one month's notice from either side.
29. **Force Majeure:-**
 - a) Notwithstanding the provisions stated above, failure to provide the services by agency shall not be liable for forfeiture of its security or penalty & not be constructed as breach of contract at an event of force majeure.
 - b) For purposes of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency/service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the service provider either in its sovereign or contractual capacity, wars or revolutions fires, floods.
 - c) If a Force Majeure situation arises, the agency/ service provider shall promptly notify the Engineer In-Charge in writing of such conditions and the cause thereof. Unless otherwise directed by the employer in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force

majeure event.

30. Theft of Parts: - Agency shall be fully responsible for theft, burglary, fire or any mischievous deeds by his workers/staff and shall replace the items under such category. Any loss occurred due to negligence will be recovered from the agency.

STATUTORY OBLIGATIONS:

- a) The institute shall enter into a service contract through agreement with the successful bidder. The firm shall be directly responsible for payment of wages (including other benefits like E.P.F & E.S.I) to his manpower engaged under this contract at his own cost irrespective of delay in payment by IITP due to non- compliance, if any. In case of termination of the contract there shall be no physical or moral pressure on the institute, on grounds of person and/or resources displaced from job”.
- b) Month-wise detailed statement of wages paid to the laborer including E.P.F/E.S.I deduction should be enclosed along with the monthly bill by the agency and submitted to the designated Officer of the institute, failing which the bill shall not be processed for payment.
- c) The agency should have E.P.F registration no. and a valid labour license under section 7 of the contract Labour (R&A) Act,1970 and contract labour (R&A Central Govt.Rules,1971). If the agency does not have them at the time of award of contract, it should obtain them within one month after award of contract; if required to do so under the rules.
- d) The agency shall abide by all statutory and regulatory Acts of both Central Government and state government as applicable.
- e) The agency shall comply with the regulatory clauses of labour Act and shall not engage any minor labour under this contract. The agency must ensure payment of minimum wages to its personnel engaged under this contract including other statutory benefits. At any point of time, the institute shall have the authority to have access to all such records related to labour details and their wages.
- f) All safety measures must be taken care of, in order to avoid any accident, avoid fire and also avoid other safety hazards. Any type of loss of assets due to any such incident is the sole responsibility of the agency. The Institute shall in no way be liable for any such incident. The agency shall also ensure that all their personnel are aware of this and other clauses of the contract.
- g) The institute shall have no responsibility towards payment of wages, social security, medical care, safety or any benefit to the personnel engaged by the agency. Any incident occurring during the contract period is the sole responsibility of the agency and the institute shall in no way be liable for any such incident.
- h) If there is any damage to the institute property or any other financial burden on the institute because of willful or negligent action by the agency or its personnel, the institute will repair it at the cost of the agency and levy a service charge of 200% over the cost.

- i) The Registrar or an Officer explicitly authorized by him will represent the Institute in all dealings with the agency. Such representative shall be called Engineer-in-charge/ PIC WTP.
- j) The staff engaged by the agency shall draw their remuneration from the agency and will not claim any employment benefit from the Institute at any time. The agency shall also be responsible for the statutory obligations of such personnel and shall indemnify the Institute in the matter.
- k) All payments to the workers will be paid by the agency through bank only.

8) MODE OF SELECTION:

- a) A committee constituted by the Institute will examine all the proposals on the basis of the following.
 - i) Credentials of the bidder, fulfillment of eligibility criteria, their technical and financial strength.
 - ii) Past experience in similar business.
- b) The selection process will consist of two stages. In the first stage the suitability of the competing agencies will be judged by a committee set up by IIT Patna and this judgment will be made by examining the credentials, past experience, financial soundness and quality of the service etc as illustrated in preceding page. Regarding technical qualification, decision of committee of IITP shall be final based on the documents submitted.
- c) After freezing the list of technically qualified bidders by assessing their technical suitability, the committee will proceed for the Second Stage. The second stage of selection will be on the basis of the price quoted. Finally the lowest bidder shall be awarded the job for providing the service.
- d) The decision of Director IIT Patna will be final and binding in case of any dispute/difference.
- e) Photo copies(Self attested by authorized representative) of all relevant documents as mentioned in Annexure-A have to be submitted/uploaded along with the proposal, failing which the same is liable to be rejected.

9) COMMERCIAL TERM AND CONDITIONS

- a) The bidder shall deposit online cash/Bank Guarantee for Rs.1,50,000 as Earnest money from a nationalized bank in favour of the Registrar, Indian Institute of Technology Patna. The Performance security in the form of Bank Guarantee/Demand draft @ 5% of the accepted bid value shall be deposited within 15 days from issue of letter of intent otherwise earnest money shall be forfeited. This performance security shall be released within one month of completion of work or after realization of the Institute dues, if there would be any on termination of the contract. Earnest money shall be refunded after deposit of performance security.
- b) The agency shall submit a monthly Bill (the agreed rate as per the contract) to the Institute through the designated officer of the Institute, who shall endorse a certificate on the bill for the services rendered by it during that month. The payment of the certified monthly bill shall normally be made within fifteen days from the date of receipt of the bill subject to fulfilling all requirements.
- c) At any point of time, if the service rendered by the agency is found to be deficient or poor in quality, a lump sum amount as deemed fit as per the decision of the institute authorities shall be deducted from the monthly bill/claim of the agency and also the Institute reserves the right to terminate the contract with immediate effect without any compensation.

10) CONTRACT VALIDITY:

- I) The contract will be effective for three years from the date of award of contract. However, this will be reviewed at the end of each year based on the performance and if found unsatisfactory it will be terminated with a notice period of one month.
- II) The rate shall remain fixed for the entire contract period however contractor has to ensure minimum wages to workers and shall be liable to Labour Laws.
- III) This contract can be terminated under any one of the following circumstances.
 - a) The contract can be terminated by the institute with a month's notice from any side if in the opinion of the authorities such termination is in the interest of the institute. This termination will not be challenged by the contractor.
 - b) The agency not performing his duties properly as per the agreed terms and conditions of the contract. The institute shall decide whether the performance of the agency meets specification or is deficient and to what degree. In such a case the notice period shall be one week without any compensation.
 - c) For committing breach of the terms & conditions of the contractor assigning the contract or any part thereof by the agency to any third party or subletting whole or part of the contract or the premises to any third party. The notice period shall be one week without any compensation.
 - d) The agency being declared as insolvent by the court of law. The notice period shall be one week.

During the notice period for termination of contract, in any of the situation contemplated above, the agency shall keep discharging his duties as before till the

expiry of notice period. It shall be the duty of the contractor to remove all the persons and/ or resources deployed by him on termination of the contract on any ground whatsoever and to ensure that no person creates any disruption/hindrance/problem of any nature to IIT, Patna.

11) JURISDICTION AND RIGHT TO AMEND RULES:

- a) The institute reserves the right to amend rules whenever and wherever considered necessary and appropriate. The same shall be intimated to the agency in due course.
- b) The Institute rules shall be binding for execution of the contract. Further, in case of any dispute arising out of or in connection with the aforesaid contract either during subsistence of the contract or thereafter, the Director, IIT, Patna is the sole arbitrator to decide the same, and his decision is final and binding on both the parties as per the provisions of the Arbitration and Conciliation Act 1996. If differences persist even after arbitration and there are compelling reasons to go to the court, it will be decided in the court of Patna only.

GENERAL TERMS AND CONDITION

Any specification, terms and condition not mentioned in this tender document shall be operated as per CPWD Specifications and General Conditions of Contract of CPWD with amendment issued up to the previous day of last date of submission of bid. However, precedence shall be given to the contract mentioned in this bid document.

12) Special condition for Safety and Entry to the Campus

The contractor will identify one of the supervisors for taking care of implementation of Safety systems.

The Contractor should follow the following General Guidelines governing the safety rules as laid down under:

1. Nobody is allowed to work without wearing safety helmet. Chinstrap of safety helmet shall be always on. Drivers, helpers and operators are no exception.
2. No one is allowed to work at or more than three meters height without wearing safety belt and anchoring the lanyard of safety belt to firm support preferably at shoulder level.
3. No one is allowed to work without adequate foot protection.
4. Usage of eye protection equipment shall be ensured when workmen are engaged for grinding, chipping, welding and gas-cutting. For other jobs as and when site safety co-ordinator insists eye protection has to be provided.
5. All safety appliances like Safety shoes, Safety gloves, Safety helmet, Safety belt, Safety goggles etc. shall be arranged before starting the job.
6. All excavated pits shall be barricaded & barricading to be maintained till the backfilling is done. Safe approach to be ensured into every excavation.
7. Adequate illumination at workplace shall be ensured before starting the job at night.

8. All the dangerous moving parts of the portable / fixed machinery being used shall be adequately guarded.
9. Ladders being used at site shall be adequately secured at bottom and top. Ladders shall not be used as work platforms.
10. Material shall not be thrown from the height. If required, the area shall be barricaded and one person shall be posted outside the barricading for preventing the tre-passers from entering the area.
11. Other than electricians no one is allowed to carry out electrical connections, repairs on electrical equipment or other jobs related thereto.
12. All electrical connections shall be made using 3 or 5 core cables, having a earth wire.
13. Inserting of bare wires for tapping the power from electrical sockets is completely prohibited.
14. A tools and tackles inspection register must be maintained and updated regularly.
15. Debris, scrap and other materials to be cleared from time to time from the workplace and at the time of closing of work every day.
16. All the unsafe conditions, unsafe acts identified by contractors, reported by site supervisors and / or safety personnel to be corrected on priority basis.
17. No children shall be allowed to enter the workplace.
18. All the lifting tools and tackles shall be stored properly when not in use.
19. Clamps shall be used on Return cables to ensure proper earthing for welding works.
20. Return cables shall be used for earthing.
21. All the pressure gauges used in gas cutting apparatus shall be in good working condition.
22. Proper eye washing facilities shall be made in areas where chemicals are handled.
23. Connectors and hose clamps are used for making welding hose connections.
24. All underground cables for supplying construction power shall be routed using conduit pipes.
25. Spill trays shall be used to contain the oil spills while transferring / storing them.
26. Tapping of power by cutting electric cables in between must be avoided. Proper junction boxes must be used.
27. Standard operating procedure (SOP's) for construction has to be full filled as per government norms & guidelines for containment of spread of COVID-19. Expenditure on this is to be included in the cost.
28. The Agency has to apply for gate pass/permission of entry into the campus for each manpower as per the rules of security of, IIT Patna.

Registrar
IIT Patna

(ANNEXURE -1)

ON THE LETTER HEAD OF THE FIRM/AGENCY

**TENDER FOR ANNUAL CONTRACT FOR SOLID WASTE MANAGEMENT INCLUDING
COLLECTION, SEGREGATION, AND TRANSPORTATION OF SOLID WASTE, COMPOSTING OF
BIODEGRADABLE WASTE FRACTION AND MANAGEMENT OF NON-BIODEGRADABLE WASTE
FRACTION GENERATED AS PER THE SCOPES OF THE WORK AT IIT PATNA**

1.NameoftheFirm/Agency:_____

2.FullPostalAddress:_____

3.OtherBusinessoftheFirm:_____

4.Office/Residence PhoneNo./Mobile No., If any:_____

5.OfficeFaxNo.Ifany:_____

6.Name(s)of the Proprietor/Partners:_____

7.PANNo.(Mandatory):_____

8.E.P.F&ESIRegistrationNo:_____

9.GSTRegistrationNo.:_____

10.Turn Over detail year wise as per NIT:_____

11. Profit and Loss detail year wise as per NIT:_____

12.Pastexperienceinsimilarbusinessorcredential(encloserelevantcertificates)/:_____

SignatureoftheProprietor/Partner

ANNEXURE - 2

Undertaking

It is certified that the information furnished above is correct and true to the best of my belief. It is also certified that firm has never been penalized by any legal decree of court or appropriate authority for violation for compliance with any labour laws of the country. In case any information furnished is found incorrect or concealed, I agree that my bid shall be rejected along with forfeiture of the EMD.

Signature of the tenderer.....

Note: Annexure A & B should be submitted in separate envelope marked "Technical Bid"

(ANNEXURE -3)

Details of the campus

Area of campus: - Total 500 Acrs (Copy of master plan is attached)

1. Academic Block:-

Sl No.	Name of Building	Stories(floor)	Capacity/ area	Remarks
1.	Block 4	4	6440.3 Sqm	
2.	Block 3	6	9660.5 Sqm	
3.	Block 6	6	9660.5 Sqm	
4.	Block 9	6	11319.00 Sqm	
5.	Work shop 3 nos	1	2476.28 Sqm	
6.	Administrative bldg	4	10655.12 Sqm	
7.	SAC	1	1541 Sqm	

In addition to this Academic Buildings 2 numbers, Library cum computer center-1, Auditoriam-1, workshops-3, lecture hall complex-1 numbers may be constructed during 2021-22 in phase 2. Solid waste shall be collected from new buildings also and rate shall be increased as per the area of new buildings on proportional basis.

2. Residential area:-

Sl No.	Name of Building	Stories(floor)	Capacity/ Area	Remarks
1.	B- type quarter(4 nos total 144 flat)	9	144 units 22220.04 Sqm	
2.	D- type quarter(4 nos total 64 flat)	4	64 units 4531.20 Sqm	
3.	Boy's and Girls Hostel	8	2000 students. 43527.8 Sqm	
4.	Director's bungalow	2	674.00 SQM	
5.	Hospital	2	2310.00 SQM	
6.	Primary school	1	1746.075 SQM	
7.	Market complex	1	887.00 SQM	
8.	C type	7	56 units. 6496 Sqm	
9.	Gymkhana	1	3239 SQM	

In addition to this D type 48 units, A type 27 units B type 36 units, C type 56 units, a guest House of 40 Guest Rooms, an International student Hostel of 40 Rooms, Boys Hostel of 900 capacity and Girls Hostel of 225 capacity may be constructed by end 2021-2022 in phase 2. Solid waste shall be collected from new buildings also and rate shall be increased as per the area of new buildings on proportional basis.

3. Road :-

Sl. No.	Area	Total km
1.	Academic and Residential area	10.200

4. Outside accommodation:

Married accommodation: 50 numbers within 3 KM radius.

ANNEXURE - 4

Form of Earnest Money Deposit

Bank Guarantee Bond

WHEREAS, contractor..... (Name of contractor) (here in after called "the contractor") has submitted his tender dated (date) for the construction of
..... (name of work) (here in after called "the Tender")

KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at (here in after called "the Bank") are bound unto
..... Registrar, Indian Institute of Technology Patna (IIT Patna) (here in after called "the owner") in the sum of ` (` in words) for which payment well and truly to be made to the said owner the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this day of 20..... .

THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the owner:
 - (a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;

OR

- (b) Fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor,

OR

- (c) Fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor,

OR

(d) *fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.*

We undertake to pay to the owner either up to the above amount or part thereof upon receipt of his first written demand, without the owner having to substantiate his demand, provided that in his demand the owner will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Owner, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.*

DATE

SIGNATURE OF THE BANK

WITNESS

SEAL

(SIGNATURE, NAME AND ADDRESS)

**Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.*

ANNEXURE – 5

PERFORMANCE GUARANTEE

1.

BANK GUARANTEE BOND

In consideration of the Registrar, IIT Patna (Indian Institute of Technology Patna) having agreed under the terms and conditions of agreement No. _____ dated _____ made between _____ and _____ (hereinafter called “the contractor(s)”) _____ for the service/work _____ (hereinafter called “the said agreement”) having agreed to production of a irrevocable Bank Guarantee for ` _____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we

*(hereinafter referred to as “the Bank”) hereby undertake to pay to
the*

*_____ (Indicate the name of the
Bank)*

Government an amount not exceeding ` _____ (` _____ only) on demand by the Government.

2. We _____ do hereby undertake to pay the amounts due and payable

(Indicate the name of the Bank)

under this Guarantee without any demure, merely on a demand from the Registrar, IIT Patna (Indian Institute of Technology Patna) stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ` _____ (Rupees _____ only).

3. We, the said bank further undertake to pay to the Registrar, IIT Patna any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.

4. We _____ further agree that the guarantee herein contained shall

(Indicate the name of the Bank)

remain in full force and effect during the period that would be taken for performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the IIT Patna certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We _____ further agree with the Registrar, IIT Patna that the
IIT Patna

(Indicate the name of the Bank)

shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the government against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the government or any indulgence by the Registrar, IIT Patna to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We _____ lastly undertake not to revoke this guarantee except with _____
(Indicate the name of the Bank)
the previous consent of the Registrar, IIT Patna in writing.

8. This guarantee shall be valid up to _____, unless extended on demand by Registrar, IIT Patna. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to _____ (_____ only).

Dated the _____ day of _____
for _____
(Indicate the name of the Bank)

ANNEXURE – 6

To be signed by the bidder and same signatory competent /authorized to sign the relevant contract on behalf of IIT Patna.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of20.....

BETWEEN

Indian Institute of Technology Patna represented through **Registrar, IIT Patna, Patna**, (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firms/Company)

through(Hereinafter referred to as the
(Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal/Owner has floated the Tender (NIT no.16/NIT/EE/GPOA/CPWD/18-19) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for **Providing services , equipments, machine, consumables etc for comprehensive Solid waste management of the solid waste generated ie Solid Waste Collection, segregation, disposal and composting of Perishable Waste (Bio Degradable Material), disposal of recycle materials and disposal of other materials as per norms/act/rule of applicable/local authority including operation and maintenance of composting yard/plant and its shade as per approved drawings at IIT Patna at Bihta, Patna hereinafter referred to as the "Contract"**.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witness as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidders(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act,1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Blanks to be filled by Contractor/EE/)

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and address of foreign agents/representatives, if any. Either the India agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to detriment of the Government interests.**
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**
- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employees or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 Months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IIT Patna.

Article 7 : Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division of the Principal/Owner, who has floated the Tender.**
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.**

Article 8: LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(Signature, name and address)
2.
(Signature, name and address)

Place:

Date :

ANNEXURE - 7

IDMENNITY BOND

(On Non- Judicial Stamp Paper of Rs. 100/-)

Know all men by these presents that I/ We do hereby execute Indemnity Bond in favor of the IITP on this _____ day of _____ 2018.

WHEREAS, IIT Patna, Registrar has appointed as the contractors for proposed work at IIT Patna.

THIS DEED WITNESS AS FOLLOWS:

I/We hereby do Indemnify and save harmless IIT Patna, Registrar against any third party claims, civil or criminal complaints/liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing /executed works by me/us.

Any damages and loss or expense due to or resulting from any negligence or breach of duty on the part of me/us or my sub-contractors if any, servants or agents.

Any claim by an employee of mine/ours or of sub-contractors if any, under the workmen's Compensation Act and Owners liability Act 1939 or any other law, rules and regulations in force for the time being and any acts replacing and/or amending the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of land and in the course of execution of the contract work and/or arising out of and in the course of employment of any workman/employee.

Any act or omission of mine/ours or sub-contractors if any, our/their servants or agents which may involve any loss, damage, liability, civil or criminal action.

IN WITNESS WHEREOF THE has set his/their hand on this day _____ of _____ 2018.

SIGNED AND DELIVERED BY THE

NAME AND ADDRESS

AFORESAID _____

Contractor

IN THE PRESENCE OF WITNESSES:

1.

2.

ANNEXURE - 8

TENDER ACCEPTANCE LETTER

(On Company / firm's Letterhead)

To,
The Registrar
I.I.T. Patna,
Bihta, Patna – 801106.

Date:

Sir,

Ref: Tender No. IITP/IWD/RS/NIT/06/2020 for “Collection, Segregation, Transportation, Composting and proper Disposal of Non Bio-Degradable and Non Recycled Solid Waste generated as per the scope of work for at IIT Patna’.

I/we have carefully gone through the Terms & Conditions as mentioned in the above referred Tender document as per your advertisement, given in the abovementioned website(s).

1. I/we declare that all the provisions of this Tender are unconditionally acceptable to my company. I /we further certify that I'm an authorized signatory of my company and am, therefore, competent to make this declaration.

2. I/we hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedules(s), etc.,) which form part of the contract agreement and I/we shall abide hereby by the terms / conditions /clauses contained therein.

3. The corrigendum(s) issued from time to time by your department /organizations too have also been taken into consideration, while submitting this acceptance letter.

4. I/we certify that all information furnished by the our Firm is true and correct and if at any stage, it has been found that the agency has furnished any wrong declaration / forged documents, the Competent Authority of IIT Patna may terminate contract with immediate effect without assigning any reason there of and suitable legal action should be taken against the agency which may include blacklisting / debarment from participating in any tender of IIT Patna for the period, approved by the competent authority.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE - 9

DECLARATION OF ANNUAL TURNOVER (Balance Sheet)
(On Company / firm's Letterhead)

Date:

To,
The Registrar
I.I.T. Patna,
Bihta, Patna – 801106.

Sir,

Ref: Tender No. IITP/IWD/RS/NIT/06/2020 for “Collection, Segregation, Transportation, Composting and proper Disposal of Non Bio-Degradable and Non Recycled Solid Waste generated as per the scope of work for at IIT Patna’.

1) I/we hereby declare that, our firm's Annual Turnover as follows, and I/we have also supported an Audited Accounts for your references:

F. Y. 2016– 17	
F. Y. 2017 – 18	
F. Y. 2018 – 19	

Yours faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE - 10

BANK DETAILS OF THE FIRM

Name of the Firm:

Registered /Postal Address:

1.	Permanent Account Number (PAN) No	
2.	GST Registration No. if applicable	
3.	BANK DETAILS:	
a.	Bank Name	
b.	Branch Address	
c.	Account No	
d.	Type of Account (Current/Savings)	
e.	MICR No.	
f.	IFSC Code	

Date: Name of the Authorized Signatory

Place: Stamp & Signature

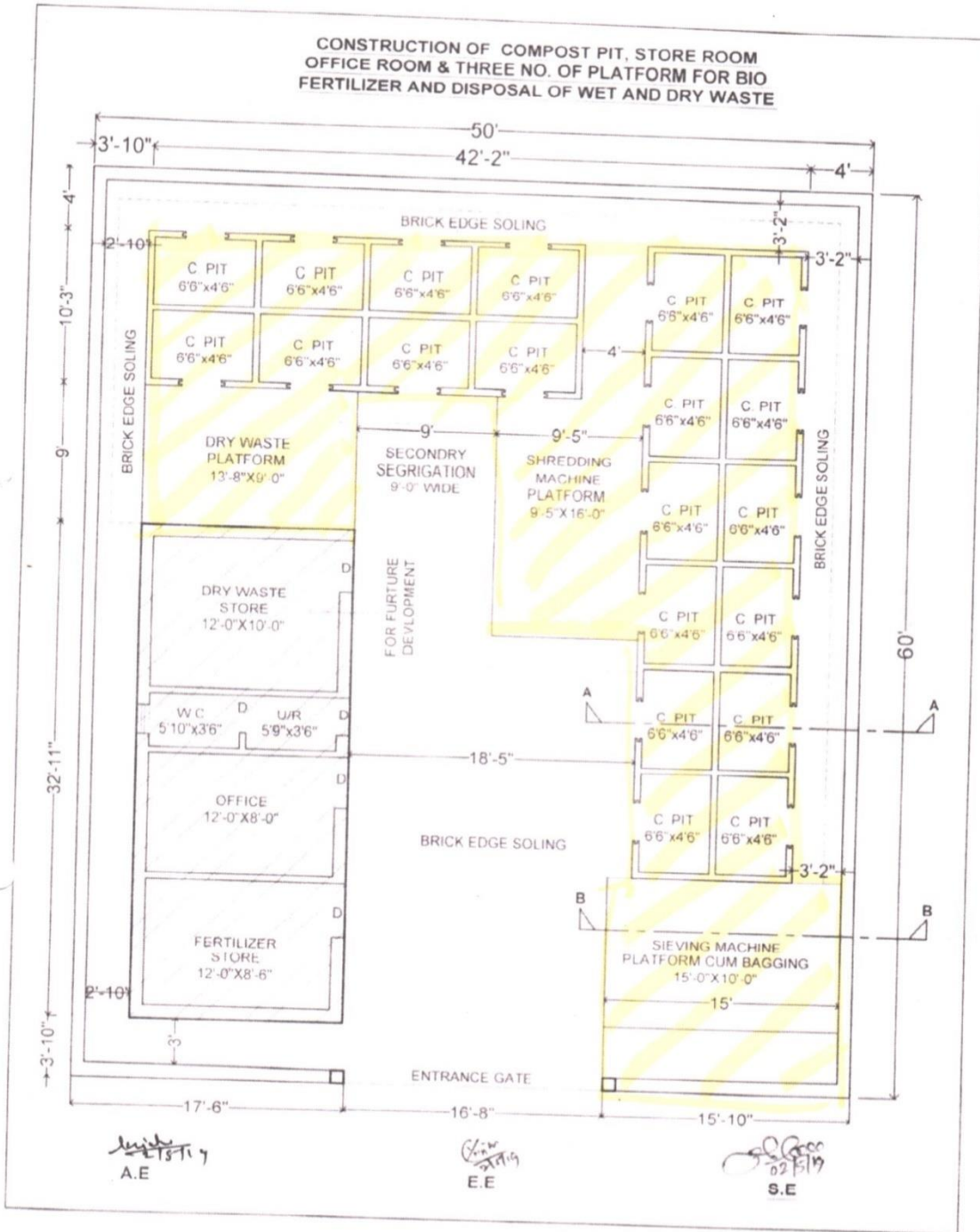
ANNEXURE –11

List of Drawing:-

- 1) Plan of the unit consisting of 20 numbers of Compost Pit, Sieving Machine platform, shredding machine platform, dry waste platform, etc. as indicative of Compost Yard.

ANNEXURE -12

Drawing



Scanned with CamScanner