

Indian Institute of Technology (Indian School of Mines) Dhanbad
Office of Engineering Construction & Management Unit
Notice Inviting eTender



eTender Notice

CMU-17/24/2025-CMU

05 May 2026

Consultancy services for preparation of Architectural Drawing, Structural Design and Interior Design for Renovation works of Modification of porch at Entrance of SAH, Modification of Reception Area and Development of courtyard area at Senior Academic Hostel (SAH) in IIT (ISM), Dhanbad

Indian Institute of Technology (Indian School of Mines) Dhanbad
Police Line, Sardar Patel Nagar, Hirapur, Dhanbad 826 004 (Jharkhand)
Phone: (0326) 2235621/2235622
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INDEX

<i>Section</i>	<i>Description</i>	<i>Page No.</i>
1	Notice Inviting eTender	5-8
2	Instruction to Bidders	9-13
3	General Information	14-17
4	Scope of Work	18-21
5	General Terms and Conditions	22-31
6	Articles of Agreement	32-33
7	Submission Schedule	35
8	Payment Schedule and Commercial Terms	37-38
9	Forms	40-45
10	Price bid	47

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SECTION 1

NOTICE INVITING eTENDER

1.1 Notice Inviting eTender

Tenders are invited on behalf of the Director, Indian Institute of Technology (Indian School of Mines) Dhanbad from the Empanelled Architects of IIT (ISM) Dhanbad towards *Consultancy services for preparation of Architectural Drawing, Structural Design and Interior Design for Renovation works of Modification of porch at Entrance of SAH, Modification of Reception Area and Development of courtyard area at Senior Academic Hostel (SAH) in IIT (ISM), Dhanbad.*

All Empanelled Architects are requested to submit their bids online for the said work above as per detailed scope of work and FINANCIAL BID. Certified copies of all the scanned and uploaded documents as specified in tender document shall be submitted by the lowest tenderer only within a week physically in the office of *The Deputy Superintending Engineer, Engineering Construction & Management Unit, Indian Institute of Technology (Indian School of Mines) Dhanbad, Police Line, Sardar Patel Nagar, Hirapur, Dhanbad 826004 (Jharkhand).* The important information related to tender is as following.

Date of Issue/Publishing	05 May 2026 (18:45 Hours)
Document Download/Sale Start Date	05 May 2026 (18:45 Hours)
Start date of submission of bids	06 May 2026 (10:00 Hours)
Document Download/Sale End Date	20 May 2026 (18:00 Hours)
Last Date for submission of EMD	22 May 2026 (16:00 Hours)
Last Date and Time for uploading of Bids	20 May 2026 (18:00 Hours)
Last Date and Time for receipt of Queries	11 May 2026 (16:00 Hours)
Date and Time of opening of Technical Bids	22 May 2026 (17:00 Hours)
Pre-bid Meeting Date and Time	11 May 2026 (16:00 Hours)
Date of Opening of Financial Bids	Will be informed later
Tender Fee	Nil
EMD	Rs. 30,000/- (Rupees Thirty Thousand) Only as EMD for the specified amount shall be submitted along with the offer in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks in favour of "Director, Indian Institute of Technology (ISM) Dhanbad", Payable at Dhanbad. The EMD should be valid for a period of 45 (forty five) days beyond the final bid validity period.
Performance Guarantee (PG)	Rs. 60,000
Security deposit	2.5 % of Bill Value
Time/Period of Completion	60 Days
Bid Validity	90 days (from the last day of receipt of Technical Bid)

1.2 Detailed Notice Inviting eTender

- (1) Tenders are invited on behalf of the Director, Indian Institute of Technology (Indian School of Mines) Dhanbad from the empaneled architects of the institute.
- (2) The tender shall be in prescribed form and it shall be valid for a minimum period of 90 days from the last day of receipt of TECHNICAL BID. If the tenderer modifies or withdraws his tender within the said period of 90 days from the last day of receipt of technical bid, the tenderer shall be suspended for one year and shall not be eligible to bid for IIT (ISM) Dhanbad tenders from the date of issue of Suspension Order.
- (3) The works are required to be completed in 60 (Sixty) Days from the date of issue of Work Order to commence the work.
- (4) Online (eTender) tender is invited from Empaneled Architects of IIT (ISM) Dhanbad.
- (5) The tenderer shall produce Annual Turnover of the individual/firm/company from Chartered Accountant as per returns filed with Income Tax Department for the past 3 (three) financial years.
- (6) 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, and in general shall themselves obtain all necessary information as to risks contingencies and other circumstances which may influence or affect their tender. A tender shall be deemed to have full knowledge of the site, whether he inspects it or not and so no extra charges consequent on any misunderstanding or otherwise shall be allowed.
- (7) Submission of a tender by a tenderer implies that he/she has read this notice and other contract documents and has made himself/herself aware of the scope and specifications of the work to be done and local conditions and other factors bearing on the specification of the work.
- (8) In case of Lump sum Quote Tenders, only quoted amount shall be considered. Lump sum amount quoted by the Consultant in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy. The tender submitted shall be treated as invalid if:
 - (a) The Consultant does not quote Lump sum amount of tender or any section/sub head of the tender.
 - (b) The Lump sum amount is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.
 - (c) The Lump sum amount quoted is different in figures & words on the total amount of tender or any section/sub head of the tender.

In case the lowest tendered amount of two or more Consultants is same, such lowest Consultants will be asked to submit sealed revised offer in the form of letter mentioning revised quoted amount including all sub sections/sub heads as the case may be, but the revised quoted amount or on each sub section/ sub head should not be higher than the quoted

amount at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.

In case any of such Consultant refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money (EMD) shall be forfeited. If the revised tendered amount of two or more Consultants received in revised offer is again found to be equal, the lowest tender, among such Consultants, shall be decided by draw of lots in the presence of Engineer-in-charge of major & minor component(s), & the lowest Consultants those have quoted equal amount of their tenders.

In case all the lowest Consultants those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after suspension of each lowest Consultants for one year.

- (9) Tenders shall be opened on 22 May 2026 at 17:00 Hours in the presence of the tenderers at the *Office of Deputy Superintending Engineer, IIT (ISM) Dhanbad*, who may be present.
- (10) Failure of the successful tenderer to carry out the tendered work the tenderer shall be suspended for one year and shall not be eligible to bid for IIT (ISM) tenders from date of issue of suspension order.
- (11) A tenderer shall submit the tender which satisfies each and every condition, laid down in this notice, failing which the tender will be liable to be rejected.
- (12) The Institute does not bind themselves to accept the lowest or any tender.
- (13) The Institute reserves the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at his quoted rates.
- (14) All the pre-bid queries to be sent to officeofecmucivil@iitism.ac.in on or before 11 May 2026 at 16:00 Hrs.
- (15) **Clarification of Bids/ Shortfall Documents:** During evaluation and comparison of bids, the Procuring Entity may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing by registered/ speed post, asking the tenderer to respond by a specified date, and also mentioning therein that, if the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These should be called only on basis of the recommendations of the TC. (Example: if the Permanent Account Number, GSTN number has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate can be asked for and considered. However, no new contract should be asked for so as to qualify the bidder."

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- (16) Online Bid documents submitted by intending bidders shall be opened only of those bidders, whose EMD will be received within stipulated time. **The tender shall be invalid if Hardcopy of EMD is not submitted within the period of bid submission.**
- (17) This Notice Inviting *e*Tender shall form part of the documents.

Sd/-
Deputy Superintending Engineer
IIT (ISM), Dhanbad

SECTION 2

INSTRUCTIONS TO BIDDERS

2.1 Instructions for Online Bid Submission

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>). 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: <http://eprocure.gov.in/eprocure/app>.

2.2 Registration

- (a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
- (b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (c) 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.
- (d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.), with their profile.
- (e) 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 DSCs to others which may lead to misuse.
- (f) The bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/eToken.

2.3 Tender Documents Search

- (a) 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.
- (b) 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 / e- mail in case there is any corrigendum issued to the tender document.
- (c) 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.

2.4 Preparation of Bids

- (a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- (b) 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.
- (c) 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 formats. Bid documents may be scanned with 100 dpi with black and white option.
- (d) 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" 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.

2.5 Submission of Bids

- (a) The bidder should log into the site well in advance for bid submission so that he/she 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.
- (b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (c) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- (d) 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 and time of bid submission or as specified in the tender documents. The details of the DD/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.
- (e) *Tenders without valid EMD will be summarily rejected. No exemption of EMD is for MSME/NSIC registered Consultants.*
- (f) A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the white colored (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.
- (g) 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.

- (h) 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.
- (i) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (j) Upon the successful and timely submission of bids, 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.
- (k) Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

2.6 Assistance to Bidders

- (a) 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. All tender-related queries may be sent to ecmuld@iitism.ac.in.
- (b) 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. The contact number for the helpdesk is 1800 233 7315

2.6 General Instruction to Bidders

- (a) The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app> . In the Technical Bids, the bidders are required to upload all the eligibility criteria documents in .pdf format.
- (b) Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
- (c) Tenderers are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

2.7 Proforma for Earnest Money Deposit (EMD)

Online Bid documents submitted by intending bidders shall be opened only of those bidders, whose EMD will received within stipulated time.

Tenderer who qualifies the TECHNICAL BID will only be considered for opening of FINANCIAL BID, rest of the FINANCIAL BID will be rejected. **Indian Institute of Technology (Indian School of Mines), Dhanbad** reserves the right to reject any or all the tenders received.

2.8 The following tender documents must be uploaded online in separate folders/envelops:

Sl. No.	Name of Documents
(a)	Copy of Empanelment Order, Tender Notice number, Name of the work, Date and Time of the opening.
(b)	Photocopy of PAN card.
(c)	A tenderer shall produce annual turnover on works of the individual/firm/company from Chartered Accountant as per returns filed with Income Tax Department for the past 3 (three) financial years ending FY 2024-25.
(d)	Photocopy of GST registration with latest monthly Return filed
(e)	Bidder needs to submit scan copy of EMD amount on CPP portal.
(f)	Copy of registration with EPF and ESIC
(g)	Financial status, Balance sheet, Profit and Loss Account for last three years ending FY 2024-25.
(h)	All forms (Annexures) mentioned in NIT

2.9 All the documents as specified in the tender document shall be scanned and uploaded to the e-Tendering website within the period of tender submission. **The original EMD should be submitted in the office of Deputy Superintending Engineer, Engineering Construction and Management Unit, Indian Institute of Technology (Indian School of Mines) Dhanbad, Police Line, Sardar Patel Nagar, Hirapur, Dhanbad 826004 (Jharkhand) within the period of bid submission.**

However, certified Hard copy of all the scanned and uploaded documents as specified in tender documents shall have to be submitted in two different envelop each for Technical and Financial bid written clearly on each envelop with a covering envelop clearly mentioning the work details on it by the lowest tenderer only within a week physically in the office of *The Deputy Superintending Engineer, Engineering Construction and Management Unit, Indian Institute of Technology (Indian School of Mines) Dhanbad, Police Line, Sardar Patel Nagar, Hirapur, Dhanbad 826 004 (Jharkhand).*

2.10 The tender submitted shall become invalid if:

- (i) The tenderer is found ineligible.
- (ii) The tenderer does not upload scanned copies of all the documents stipulated in the tender document including Proforma for earnest money deposit declaration.
- (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically by the lowest tenderer in the office of tender opening authority.
- (iv) If a tenderer quotes does not quote Lump sum amount of the tender or any section/sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer
- (v) **Tenders received without EMD and GST and PF Registration (which are applicable) will be summarily rejected.** Tenders will be opened on stipulated date and time in the *Office of Deputy Superintending Engineer* in presence of tenderers who may like to be present. The successful tenderers shall have to comply with the provision of Contract Labour (Regulation & Abolition) act 1970 and rule appended there under if applicable to him. IIT (ISM) Dhanbad reserves the right to accept or reject or cancel any or all Tender(s) either in full or

part thereof or to split up, if necessary. NIT is also displayed in website of the Institute www.iitism.ac.in.

(vi) Hardcopy of EMD not submitted within the period of bid submission.

(vii) Copy of empanelment order of architect with IIT (ISM) is not submitted.

Sd/-
Deputy Superintending Engineer
IIT (ISM) Dhanbad

SECTION 3

GENERAL INFORMATION

(3.1) Introduction to the project

The Institute intends Modification of porch at Entrance of SAH, Modification of Reception Area and Development of courtyard area at Senior Academic Hostel (SAH) in IIT (ISM), Dhanbad

Project	:	<i>Consultancy services for preparation of Architectural Drawing, Structural Design and Interior Design for Renovation works of Modification of porch at Entrance of SAH, Modification of Reception Area and Development of courtyard area at Senior Academic Hostel (SAH) in IIT (ISM), Dhanbad.</i>
Address	:	Indian Institute of Technology (Indian School of Mines) Dhanbad Police Line, Sardar Patel Nagar, Hirapur Dhanbad 826 004 (Jharkhand)
Project Site	:	Main Campus, Indian Institute of Technology (Indian School of Mines) Dhanbad
Nearest Railway Station	:	Dhanbad (Approximately 3.0 KM)

The information given below is only for the Tenderer's general guidance and Tenderer shall acquaint detailed information in first hand by site investigation of his own before bidding.

(1) Location

Indian Institute of Technology (Indian School of Mines) Dhanbad
Police Line, Sardar Patel Nagar, Hirapur
Dhanbad 826 004 (Jharkhand)

(2) Rate/Lump sum

The tenderers are required to **quote the percentage fee** against the scope of the work as per Section 4, in both words and figures clearly, failure in this respect is liable to render the tender incomplete.

(3) **Earnest Money Deposit**

Earnest Money Deposit in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of Director, IIT (ISM), Dhanbad shall be scanned and uploaded to the e-tendering website within the period of bid submission. The original EMD should be deposited within the period of bid submission. A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs. 20 lakhs whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any scheduled bank having validity for six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders. Copy of Enlistment Order and certificate of work experience and other documents as specified in the bid shall be scanned and uploaded to the e-tendering website within the period of bid submission.

(4) **Performance Guarantee**

The Consultant, whose bid is accepted, will be required to furnish Performance Guarantee of Rs. 60,000 within 15 days. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank (in case guarantee amount is less than Rs. 1,00,000) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the Consultant fails to deposit the said performance guarantee within the period as indicated including the extended period if any, the Earnest Money deposited by the Consultant shall be forfeited automatically without any notice to the Consultant. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. The Consultant whose bid is accepted will also be required to furnish either copy of applicable licenses/ registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. if applicable and also ensure the compliance of aforesaid provisions by the sub-Consultants, if any engaged by the Consultant for the said work

The Performance Guarantee shall be initially valid up to the stipulated date of completion plus a minimum of 60 days beyond that. In case the time for completion of work gets enlarged, the Consultant shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the Consultant, without any interest.

(5) **Security Deposit**

The person/persons whose tender(s) may be accepted (hereinafter called the Consultant) shall permit under the contract to deduct a sum at the rate of 2.5% of the gross amount of each Running and Final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by IIT (ISM) Dhanbad by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the Consultant as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the Consultant and the Consultant shall forthwith on demand furnish additional security to make good the deficit.

(6) The officer inviting tender shall have the right to reject all or any of the tender and will not be bound to accept the lowest.

(7) The tenderer should mention their percentage quote in figure as well as in words. In case of any dispute / ambiguity, the price mentioned in words shall be considered as final. Insertions, postscripts, additions, and alterations shall not be recognized unless confirmed by tenderers signature. Tenderer shall submit price bid signed and stamped on each page.

(8) **Canvassing prohibited**

Canvassing in any form is strictly prohibited and any tenderer found to have resorted to canvassing shall be liable to have his tender rejected summarily.

(9) **Misinformation**

If the tenderer deliberately gives wrong information in his tender to create circumstances for the acceptance of his tender, the authority reserves the right to reject such tender.

(10) **Documents Not Transferable**

Tender documents are not transferable.

(11) **Not More Than One Tender**

Not more than one tender for a work shall be submitted by one Consultant or one firm of Consultants.

(12) **Tender Document Property of The Purchaser**

Tender documents in which tenders are submitted by a tenderer shall become the property of the purchaser and the purchaser shall have no obligation to return the same to the tenderer.

(13) **Tenderer To Bear Expenses**

The purchaser shall not be liable for any expenses whatsoever incurred by the Tenderer in the preparation of the tender whether his tender is accepted or not even if the purchaser calls for complete withdrawal of invitation of tender.

(14) **Submission of Tender**

List of documents to be submitted in Part I: Technical Bid

Sl. No.	Name of Documents
(a)	Copy of Empanelment order, Tender Notice number, Name of the work, Date and Time of the opening.
(b)	A tenderer shall produce annual turnover on works of the individual/firm/company from Chartered Accountant as per returns filed with Income Tax Department for the past 3 (three) financial years ending FY 2024-25.
(c)	Financial status, Balance sheet, Profit and Loss Account for last three years ending FY 2024-25.

SECTION 4

SCOPE OF WORK

(4.1) Introduction

This section describes the scope of work for each of the professional services rendered to the institute against the work. These services include:

- Architectural design;
- Structural Design;
- Interior design;
- All services such as MEP, Façade Lighting, Firefighting, fire alarm systems
- Detailed BOQ and DBR

(4.2) Broad Scope of Work

The broad scope of work has been outlined in the section below against each component which has been proposed for renovation. The scope of work may increase or decrease as per requirements and changes due to actual site survey results. The scope of work for civil and electrical works is as below:

S. No.	Component	Proposed Area for Development	Broad Scope of Work
1	Entrance Area	50 sqm	Modification of the existing porch at the entrance of the building for creation of passage for entry and exit of vehicles up to the main entrance. The existing underground cemented platform near the entrance along with the park area may be utilized for the modification as per the proposed design and site conditions. Illumination and façade lighting.
2	Reception Area	14 sqm	The existing reception area is proposed to be renovated with proper interiors and furniture. A range of options may be proposed based on which the final option shall be selected by the Institute. Lighting as per proposed interiors.
3	Parking Area	1200 sqm	Development of the existing parking area outside the building area. Options for extension of the parking area may be explored. External lighting as per proposed plans for development.

S. No.	Component	Proposed Area for Development	Broad Scope of Work
4	Central Courtyard	280 sqm	The central courtyard area needs to be renovated by proposing modern contemporary designs for the roof shed structure. The space shall be utilized as a common area for gatherings with provisions for seating space and buffer zone as per the proposed design. A range of options may be proposed based on which the final option shall be selected by the Institute. Illumination of courtyard area for better ambience.

(4.3) Detailed Scope of Work

The scope of work for the Architectural and structural design are defined in six stages as below:

- (a) Concept Design Stage;
- (b) Preliminary design and documentation stage;
- (c) Design Development Stage;
- (d) Detailed design, working drawings and tender documentation stage.
- (e) Construction Stage
- (f) Completion Stage

(a) Concept Design Stage:

- Conduct meetings with the client to understand project objectives, requirements, and budget;
- Conduct a site visit to assess the existing conditions, including structural integrity, materials, utilities, and constraints;
- Document site conditions through surveys, photographs, and sketches;
- Review existing building drawings (if available) and identify discrepancies with actual site conditions;
- Provide architectural concept including the area program for building/facility based on the user inputs, based on data concerning site, and infrastructure;
- Develop appropriate alternatives and architectural concepts, including forms, finish, functionality and proposed structural system;
- Prepare Preliminary Architectural Design Basis Report;
- Prepare Concept drawings and Preliminary Sketch drawings based on chosen alternative;
- Prepare Preliminary Cost Estimates;
- Review the design with the Structural Engineer and Quantity Surveyor and make any concept changes to obtain the most cost- effective design.

(b) Preliminary Design and Documentation Stage:

- Assess the feasibility of renovation within the existing structural and zoning constraints.
- Interact with structural designers, MEP consultants, building Interior design consultants and landscape consultants to develop detailed designs of the building/facility and its internal contents, and integrate them to make a coherent design of the whole building/facility.
- Provide the materials palette and give the look and feel of the finished product through samples of materials from potential vendors and 3D views created on software;
- Prepare Final Architectural Design Basis Report.
- Attend the Schematic Design Co-ordination meetings.
- Ensure that all the deliverables are in line with the building codes;
- Prepare all required working drawings and documents and obtain the required statutory approvals by the relevant authorities and necessary liaison and follow-up to obtain the approvals from the authorities. All the fees, levies, taxes paid to the statutory authorities for obtaining the said approvals shall be reimbursed by the Institute on production of original receipts; the receipts shall be in the name of the Institute.
- Revise the working drawing and documents, if required, as per the correction made in the working drawing by the statutory authorities.
- Co-ordinate with Quantity Surveyor of his organization to work out the Preliminary Cost Estimates based on CPWD Schedule of Rates, and provide detailed rate analysis for various non-scheduled items, supported by market rates through quotations;
- Provide editable soft copies of all deliverables;

(c) Design Development Stage:

- Refine schematic design into detailed architectural drawings.
- Develop architectural design drawings that provide details of MEP design, façade design, building interiors design and landscape design.
- Develop the approved concept into schematic design drawings, including Floor plans, Sections and elevations, Structural and MEP (Mechanical, Electrical, Plumbing) considerations, landscaping plans and other specialized items as per scope of work at Section 4.2;
- Coordinate with structural and MEP consultants to integrate their inputs.
- Prepare technical specifications for all the works and submit all GA drawings necessary by Quantity Surveyor to issue tenders and prepare Bill of Quantities.
- Co-ordinate with Structural Designer and other Specialist Consultants to develop a tendering Schedule.
- Provide editable soft copies of all deliverables.

(d) Detailed design, working drawings and tender documentation stage:

- Develop detailed working drawings, including Architectural drawings (plans, elevations, sections, details), Structural drawings, MEP layouts and Interior and

exterior finishes schedule and landscaping plans.

- Prepare a Bill of Quantities (BOQ) and specifications for tendering.
- Assist the client in issuing tender documents;
- Prepare final construction drawings incorporating inputs from all consultants.
- Provide shop drawings for custom elements (if applicable).
- Ensure all design elements are coordinated to avoid conflicts during execution.
- Provide construction methodology guidelines.

(e) Construction Stage:

- Prepare / issue working drawings/ details for proper execution of works during construction.
- Approve samples of various elements and components.
- Check /approve shop drawings submitted by Consultant/ vendors
- Visit the site of work, at periodic intervals mutually agreed upon
- Inspect / evaluate the Construction Works
- Offer interpretation of drawings/specifications

(f) Completion Stage:

- Prepare / submit completion reports and as built drawings of the project;
- Assist the client in obtaining completion/occupancy certificate from statutory authorities if applicable;
- Provide soft editable copies of drawings including services and structures.

SECTION 5

GENERAL TERMS AND CONDITIONS

(5.1) General Provisions

- (5.1.1) **Contract:** The contract to be executed between the successful applicant and the Institute and the documents as mentioned at (a) to (c) hereunder, shall collectively be referred to as the "Contract". The successful applicant, on acceptance of their offer by the Institute, shall, within fifteen (15) days from the issue of the Letter of Intent, execute the Contract. The documents as mentioned below shall be treated as forming part of the Contract, in order of preference in case of inconsistencies:
- (a) The tender document and Submissions made by the applicant, that is, Technical Proposals and Financial Proposals.
 - (b) All correspondence made between the applicant and the Institute from RFP stage up to and including the Letter of Acceptance towards the offer.
 - (c) All directions and instructions issued to Consultant from time to time by the Committee constituted by the Institute throughout the entire duration of the Contract.
- (5.1.2) **Relation between the Parties:** Nothing contained herein shall be construed as establishing a relation of master and servant or of the Principal and Agent as between the Institute and Consultant or their personnel or employees or agents or any person(s) appointed or engaged by consultant. Consultant, subject to this Contract, shall have complete charge of the personnel or employees or agents or any person(s) appointed or engaged by the Consultant, performing the Services and shall be solely responsible for any and all acts undertaken or the Services performed by them on behalf of consultant.
- (5.1.3) **Law Governing the Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws applicable in India.
- (5.1.4) **Language:** This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- (5.1.5) **Heading:** The headings shall not limit, alter or affect the meaning and interpretation of this Contract.
- (5.1.6) **Notices:**
- (a) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post acknowledgement due, email, telex, telegram or facsimile to such Party at the last known address of the addressee party/person.
 - (b) A party may change its address for notice hereunder by giving the other Party notice of such change.

(5.2) Commencement, Completion, Modification and Termination of Contract

(5.2.1) Effectiveness of Contract: This Contract shall come into force and effect on the date of execution of the Contract by the successful applicant as required under para 5.1.1 subject to consultant furnishing the Performance Guarantee as laid down in para 5.2.3 below.

(5.2.2) Security Deposit (SD):

- (a) A sum @ 2.5% of the Gross Amount of the bill shall be deducted from each running bill of consultant.
- (b) No partial refund of Security Deposit shall be made during Defect Liability Period. In case the final bill is not settled within stipulated period for reasons beyond control and the Institute is satisfied that the Security Deposit is not required for adjustment of the Institute's dues or whatsoever dues either in this or any other contract then this Security Deposit either in full or in part could be refunded at the sole discretion of the Institute.
- (c) In case of termination of contract, this Security Deposit shall be forfeited and amount necessary to make up this amount shall be recovered from money due to consultant under this contract, or any other contract with the Institute.

(5.2.3) Performance Guarantee (PG):

- (a) Consultant shall initially submit an irrevocable Performance Guarantee of Rs. 60,000 only as the case may be, in addition to any other deposits required to be made under the Contract for his proper performance of the Contract, notwithstanding and/or without prejudice to any other provisions of the Contract, on or before the execution of the Contract. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.
- (b) This Performance Guarantee shall be in the form of Bank Guarantee of any scheduled bank in accordance with the proforma prescribed by the Institute.
- (c) Consultant will not be allowed to start the work unless the Performance Security / Guarantee is submitted by him/her.
- (d) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus sixty (60) days beyond that. In case the time for completion of work gets enlarged, Consultant shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work, before the expiry of the Performance Guarantee. After recording of the completion certificate for the work by the Institute, the Performance Guarantee shall be returned to consultant, without any interest.
- (e) The Institute shall not make a claim under the Performance Guarantee except for amounts to which the Institute is entitled under the

Contract (not withstanding and/or without prejudice to any other provisions in the Contract agreement) in the event of:

Failure by Consultant to extend the validity of the Performance Guarantee as described herein above, in which event the Institute may claim the full amount of the Performance Guarantee.

- (5.2.4) **Commencement of Services:** Consultant shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the letter of acceptance of offer.
- (5.2.5) **Termination of the Contract in the event of non-commencement:** If Consultant for any reason, other than Force Majeure, is unable to start the work within one month of the date of Commencement of Services as mentioned in para 5.2.4, the Institute may, by a written notice of not less than four (4) weeks to the other party, referred to as "Notice Period", declare the Contract as null and void, if the work is not commenced on or before the expiry of the Notice Period. Neither party shall have any claim against the other party in case the work is not commenced on or before the expiry of the Notice Period and the Contract is declared null and void, except that:
- (a) The advance, if any, paid to consultant shall be returned to the Institute within fifteen (15) days of the expiry of the Notice Period, failing which the Bank Guarantee submitted by consultant for the same shall be encashed by the Institute
 - (b) The Performance Guarantee shall be encashed by the Institute for Ten (10) percent of the amount
- (5.2.6) **Expiration of Contract:** Unless terminated pursuant to the provisions of the Contract, the Contract shall expire when Services have been completed as per specified scope of Services to the satisfaction of the Institute or the agreed/specified Contract period including extended period, if any, is over, whichever is earlier.
- (5.2.7) **Modification:** If at any time after the award of work, the Institute decides to enlarge or reduce the scope of Services for any reason and hence require the Services to be performed in accordance with the enlarged or reduced scope, the Institute shall give notice in writing to that effect to Consultant and Consultant shall act accordingly in the matter. In the event of reduction in the scope of Services, CONSULTANT shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which could be derived from the rendering of the Services in full but which cannot be derived in consequence of the reduction in the scope of Services.
- (5.2.8) **Force Majeure**
- (a) Definition
 - For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts other

- industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
 - Force Majeure shall not include insufficiency of funds or personnel or failure to make any payment required hereunder.
- (b) Failure to perform due to Force Majeure Not a Breach of Contract: The failure of Consultant to perform due to Force Majeure shall not be considered to be a breach of, or default under the Contract, provided that in the opinion of the Institute which shall be final and binding, such an inability arises directly from an event of Force Majeure, and provided further that Consultant has taken, to the entire satisfaction of the Institute, all reasonable precautions, due care and alternative measures, all with the objective of carrying out the work as per the terms and conditions of this Contract.
- (c) Measures to be Taken
- In the event of Force Majeure, Consultant shall take all reasonable measures to minimize its inability to fulfil its obligations under the Contract with a minimum of delay.
 - In the event of Force Majeure, Consultant shall notify the Institute of such event as soon as possible, and in any case not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
 - Consultant shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (d) Extension of Time: The time period within which Consultant, pursuant to this Contract, is required to complete any action or task, but could not complete the same due to Force Majeure shall be considered by the Institute for Extension of Time, taking in to account the net effect of the event of Force Majeure and the measures taken by Consultant pursuant to para 5.2.8 (c), if any, on the said time period.
- (e) Consultation: Not later than thirty (30) days after Consultant, as the result of an event of Force Majeure, have become unable to perform a portion of the Services or in case the Institute is not able to perform any of its obligations for similar reason, the Parties shall consult each other with a view to agreeing on appropriate measures to be taken in the circumstances.

(5.2.9) Termination of the Contract

- (a) The Institute, on occurrence of any of the events specified in paragraphs (a) through (e) of this para 3.2.9, may, by not less than thirty (30) days' written notice to Consultant, terminate this Contract:
- if Consultant fails to remedy a failure in the performance of their obligations, as specified in the notice given by the Institute, within fifteen (15) days of receipt of such notice or within such further period as the Institute may have subsequently approved in writing;
 - if Consultant becomes (or, if Consultant consists of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsorily or voluntarily;
 - if Consultant fails to comply with any final decision reached as a result of proceedings, within thirty (30) days of receipt of the said final decision;
 - if Consultant submits to the Institute a statement or notice which has a material effect on the rights, obligations or interests of the Institute and which Consultant knew to be false;
 - if after removal of the Force Majeure event, Consultant is unable to resume the work and perform a material portion of the Services during a period of not more than sixty (60) days after the date of removal of Force Majeure event;
 - if Consultant suspends his activities for reasons which, in the opinion of the Institute, are not genuine and bonafide.
 - if Consultant including any of its subsidiary or personnel is found to have committed or is involved in any act or have failed to act and such action or inaction has a material adverse effect on the rights and interests of the Institute;
 - if any statement, declaration or information or details submitted by Consultant during the course of this Contract is found to be misleading, false or vexatious;
 - if Consultant including any of its subsidiary or personnel is found to be in violation of any of the terms and condition of this contract;
 - If the Institute, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (b) Cessation of Rights and Obligations: Upon termination of this Contract pursuant to para 3.2.9 hereof, or upon expiration of this Contract pursuant to Clause 3.2.6 hereof, all rights and obligations of

the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration.

- (c) Cessation of Services: Upon termination of this Contract by notice pursuant to para 3.2.9 hereof, Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
- (d) Payment upon Termination: Upon termination of this Contract pursuant to para 3.2.9 hereof, the Institute shall make the following payments to Consultant (after offsetting against these payments any amount that may be due from Consultant to the Institute):
 - Fee for the Services satisfactorily performed prior to the effective date of termination.
 - Reimbursable expenditures actually incurred in satisfactory performance of Services prior to the effective date of termination.
- (e) Disputes relating to Termination: If Consultant disputes the notice of termination given by the Institute. Consultant may, within fifteen (15) days after receipt of notice of termination, refer the matter for settlement of dispute pursuant to 3.3 hereof.

(5.3) Settlement of Disputes and Arbitration

(5.3.1) Except where otherwise provided in the Contract, all questions and disputes in relation to the Contract shall be dealt with as mentioned hereinafter:

- If Consultant considers any work demanded of him or any decision conveyed by the Institute in writing, or any action of the Institute to be in contravention of the terms and conditions of the Contract, Consultant shall promptly within fifteen (15) days request the Institute for settlement of dispute, failing which, the decision of the Institute shall be final, binding and conclusive and not referable to settlement committee or adjudication by the arbitrator.
- In case of any dispute or difference in relation to any terms and condition under this contract, either party at the first instance shall submit its case before the three-member settlement committee as notified by the Institute for settlement of dispute. After submission of their written statements by the parties, within 7 days from the date the dispute has been raised, the settlement committee will make effort to get the dispute settled between the parties through open negotiation for next 15 days. After completion of such period of 15 days, the settlement committee shall issue its report declaring the outcome of the settlement proceedings.

- In the event, the parties fail to resolve the dispute through the settlement proceedings under clause above, the parties will be at liberty to refer all such disputes or difference for adjudication through arbitration by a sole arbitrator appointed by the Institute. If the appointed sole arbitrator resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid and he shall proceed with the reference from the stage at which it was left by his predecessor. The party invoking arbitration shall give a list of disputes including the details of the amounts claimed – if any in respect of each such dispute. It is also a term of this Contract that if CONSULTANT does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within fifteen (15) days of the cause of action, the claim of Consultant shall be deemed to have been waived and absolutely barred and the Institute shall be discharged and released of all liabilities under the Contract in respect of these claims.
- The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of this Contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him. It is also a term of the Contract that fees, if required to be paid to the arbitrator shall be as laid down by the Indian Council of Arbitration and shall be shared equally by each of the parties.
- It is also a term of the Contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be IIT (ISM) Dhanbad or such place as may be fixed by the arbitrator in his sole discretion.
- It is also a term of this RFP that no person other than a person appointed by the Director, IIT (ISM) Dhanbad, as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all.

(5.3.2) The Institute may in its discretion, require Consultant to continue the work under Contract pending decision of the Arbitrator on the dispute(s) and if Consultant stops or suspends the work, it shall be treated as breach on its part and in such event, The Institute will be entitled to stop any payment as may be due to Consultant and appropriate as much part of the said

Performance Guarantee as the Institute considers reasonable to set off the loss caused to it due to the said stoppage/suspension of work.

(5.3.3) This RFP shall be governed by the Indian Laws for the time being in force and it shall be deemed to have been executed at Dhanbad within the ordinary civil jurisdiction of the Competent Courts in the District, Dhanbad, Jharkhand

(5.4) Indemnifying against damages to persons, property and statutes

(5.4.1) Consultant also indemnifies the Institute against all claim which may be made upon the Institute for acts during the currency of this contract by an employee or representative of an employee of Consultant employed by him, for any injury to or loss of life, of such employees, or for compensation payable under any law for the time being in force to any workmen or to the representative, of any deceased or incapacitated workmen.

(5.4.2) The Institute shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation costs, charges and/or expenses arising or accruing from or in respect of any such claim and/ or damages as aforesaid from any sum or sums due or to become due to Consultant or Security Deposit.

(5.5) Compliance of Labor Law

CONSULTANT Plan shall comply with or cause to be complied with the Contract Labor (Regulation and Abolition) Act, 1970, Payment of wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938, Workmen's Compensation Act, 1948, Employees State Insurance Act, 1948 or any modifications there of or any other law relating thereto and rules made there under from time to time.

(5.6) Completion Certificate

As soon as the work is completed, Consultant shall give notice of such completion to the Institute and within 10 (Ten) days of receipt of such notice the Institute shall inspect the work and shall furnish Consultant with a satisfactory completion certificate of the work. No certificate of completion shall be issued, nor shall the work be considered to be completed till Consultant shall have completed the work completely to the satisfaction of the Institute.

(5.7) Escalation

No escalation shall be paid.

(5.8) Carrying out part work at risk and cost of Consultant

If the Consultant:

(5.8.1) At any time makes default during currency of the work or does not execute any part of the work with due diligence and continue to do so even after a notice in written of 07 working days in this respect from the Engineer-In-charge.

(5.8.2) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 07 working days even after notice in written is given in that behalf by the

Engineer-in-charge; or fails to complete the works(s) or items of work with individual dates of completion, on or before the dates(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-In-Charge.

- (5.8.3) The Engineer-in-Charge without action, without prejudice to any other right or remedy against Consultant which have either accrued or accrue thereafter to Government, by notice in writing to take the part work/part in complete work of any items(s) out of his hands and shall have power to:
- (a) Take possession of the site and nay material, constructional plant, implement, stores, etc., thereon; and/or
 - (b) Carry out the part work/part incomplete work of many item(s) by any means at the risk and cost of the Consultant.
- (5.8.4) The Engineer-in-Charge shall determine the amount, if any, is recoverable from Consultant for the competition of the part work/part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of Consultant, the liability of Consultant on account under this clause shall not exceed 10 % of the quoted value of the work. In determining the amount, credit shall be given to Consultant with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original Consultant under the terms of his contract. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against Consultant done shall be final and conclusive against Consultant provide always that action under this clause shall only be taken after given notice in writing to Consultant.

(5.9) Liquidated Damages and Compensation for Delay

- (5.9.1) The time for carrying out the work as entered in the RPF shall be strictly observed by the Consultant and shall be deemed to be that essence of the RFP on the Consultant and shall be deemed to be the essence of the RFP on the part of the Consultant. The work shall throughout the stipulated period of the RFP, be proceeded with all due amount equal to ½% (Half percentage) or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the amount of the whole work as shown on the agreement, for every week that the work remains non-commenced or unfinished after the proper dates subject to a maximum of 10% (Ten Percent) of the contract value.
- (5.9.2) And further to ensure good progress during the execution of the work, the Consultancy CONSULTANT shall be bound in all cases in which the time allowed for any work exceeds one month (save for special jobs) to complete 1/8th (Eighth) of the whole work before 1/4th (one fourth) of the whole time allowed under the contract has elapsed; 3/8 (Three-Eighth) of the work before 3/4th (Three-Fourth) of the work before 1/2th (One Half) of such time has elapsed, and 3/4th(Three- fourth) of the work before 3/4th (Three-Fourth) of such time has elapsed. However for special jobs if a time of schedule has been submitted by the Consultant and the same has been accepted by the Employer, The Consultant shall comply with the said time schedule. In The event of the Consultant failing to comply with this conclusion, he shall be liable to pay as compensation an amount equal to

half percent or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the said cost of the work for every week that the due quality of the work remains incomplete. Provided that the entire compensation to be paid under the provision of this clause shall not exceed ten percent on the cost of the work as shown in the agreement.

(5.10) Office Space

The Institute may provide a maximum office space of 50 Sqm to the Consultant. If the space is required beyond 50 sqm by the consultant, the space may be provided on rental basis. If required as may be assessed by the Institute.

(5.11) Extension of Time

The time specified in the tender document shall remain binding on the Consultant and the consultant shall strictly adhere to the submission schedule as per Section 7. Any extension of the deadlines and submission schedule needs to be justified by the Consultant and approved by the Institute.

SECTION 6

ARTICLES OF AGREEMENT

This AGREEMENT is made and executed on this day of 2026 at IIT (ISM) Dhanbad by and between:

Indian Institute of Technology (ISM) Dhanbad, an Institute of National Importance, having its current office at Indian Institute of Technology (ISM) Dhanbad, Main Campus, Dhanbad 826 004 (Jharkhand) (hereinafter referred to in this document as THE INSTITUTE/IIT (ISM) Dhanbad, which expression shall unless repugnant to the context or meaning thereof be deemed to include its executors, administrators and assignees),

AND

M/s, having its registered office at (herein after referred to in this document as CONSULTANT, which expression shall unless repugnant to the context or meaning thereof be deemed to include its executors, administrators and assignees), represented by Mr (Designation), with due authorization from his partners.

WHEREAS THE INSTITUTE, is desirous of taking Consultancy services for preparation of Architectural Drawing, Structural Design, MEP services for the work of Renovation works of Old Lecture Hall Complex including remodelling of entrance gate, lecture hall, development of canteen area, renovation of Open Air Theatre, Roof Treatment, renovation of toilets and improvement of water supply and sewerage system in IIT (ISM) Dhanbad and has accepted the financial proposal of Design Consultant for the said services and the remedying of any defects therein at a percentage fee of

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Request for Proposal hereinafter referred to, and they shall be deemed to form and be read and constructed as part of this Agreement.
2. In consideration of the payment to be made by THE INSTITUTE to Project Management Consultancy as hereinafter mentioned, PMC hereby covenants with THE INSTITUTE to execute and complete the Services and remedy any defects therein conformity in all aspects with the provisions of the contract.
3. THE INSTITUTE hereby covenants to pay the Design Consultant in consideration of the providing of Services and the remedying of defects wherein, the fees or such other sum as may become payable under the provision of contract at the times and in the

manner prescribed by the contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- (1) Notice Inviting eTender
- (2) Instruction to Bidders
- (3) General Information
- (4) Scope of Work
- (5) General Terms and Conditions
- (6) Articles of Agreement
- (7) Submission Schedule
- (8) Payment schedule and commercial terms
- (9) Forms
- (10) Price bid
- (11) RFP Empanelment document
- (12) Design Data and Technical Specifications (if any)

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first before written.

Signed, sealed and Delivered by the said THE INSTITUTE and the DESIGN CONSULTANT

Indian Institute of Technology (ISM) Dhanbad (THE INSTITUTE)

(DESIGN CONSULTANT)

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SECTION 7 SUBMISSION SCHEDULE

The submission schedule for the deliverables as detailed in the section of scope of work at Section 4 is as below:

S. No.	Deliverables	Timeline (Days)
1	Stage 1: Concept Design with rough cost estimate	Within 10 days of issue of Work order
2	Stage 2: Preliminary Design with preliminary cost estimate	Within 20 days of issue of Work order
3	Stage 3: Design document with structural DBR and MEP services	Within 40 days of issue of Work order
4	Stage 4: Vetting of Structural DBR, Detailed structural drawings from an IIT/NIT	Within 50 days of issue of Work order
5	Stage 5: Working drawings, Specifications and schedule of quantities, Detailed cost estimate	Within 60 days of issue of Work order

Note: Scope of work may be modified, added, deleted during stake holders meeting and it shall be at discretion of the employer. Also, in such cases, revision in submittals may be required which the Architect will have to incorporated without any cost implication.

VETTING OF DELIVERABLES:

Vetting of Structural DBR, Detailed structural drawings from an IIT/NIT and ensuring compliance of any suggestions/ observations as intimated by the institutes cost for which shall be wholly borne by the empanelled Architect.

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SECTION 8

PAYMENT SCHEDULE AND COMMERCIAL TERMS

Tenderers are advised to see the area to get acquainted with the actual features of the land, area, location, etc. where work is to be executed and get other related information before quoting their rates for carrying out the work successfully.

The schedule of payment for the work is defined as under:

S. No.	Stage	Deliverables	Percentage Fee
1	Stage 1	Submission of concept design	10% of total fee
2	Stage 2	Submission of preliminary design with preliminary cost estimate	20% of total fee - Fee already paid at Stage 1
3	Stage 3 (a)	Submission of Design document with structural DBR and MEP services	40% of total fee - Fee already paid at (Stage 1 + Stage 2)
4	Stage 3 (b)	Finalisation of Design document with structural DBR and MEP services by client	60% of total fee - Fee already paid at (Stage 1 + Stage 2+ Stage 3a)
5	Stage 4	Vetting of Structural DBR, Detailed structural drawings from an IIT/NIT	80% of total fee - Fee already paid at (Stage 1 + Stage 2+ Stage 3a+Stage 3b)
6	Stage 5	Submission of working drawings/ detailed technical specifications/ schedule of quantities and detailed cost estimates	90% of total fee - Fee already paid at (Stage 1 + Stage 2+ Stage 3a+Stage 3b+Stage 4)
7	Stage 6	Award of the work after tendering after approval of work from the Competent Authority	95% of total fee - Fee already paid at (Stage 1 + Stage 2+ Stage 3a+Stage 3b+Stage 4 + Stage 5)
7	Stage 7	Completion of work and submission of as built drawings	100% of total fee - Fee already paid at (Stage 1 + Stage 2+ Stage 3a + Stage 3b + Stage 4 + Stage 5 + Stage 6)

Terms of Payment:

The financial bid quoted by the empanelled architects shall be based on Percentage fee on the development cost. The development cost shall be taken to mean the cost of construction of buildings and related works/infrastructure as the least of following:

- Cost as per detailed estimates of the works of the works approved/sanctioned by the institute; and
- Tendered cost of the works.

Note: In case of unforeseen circumstances leading to the cancellation of work after the design is completed, payment shall be made to the concerned Architect based on the cost of the detailed estimates provided. In case the work is cancelled after completion of design, 100% payment shall be made to the empanelled Architect at Stage 5 as per Payment schedule.

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SECTION 9

FORMS

Annexure I

DETAILS OF CREDENTIALS/INFORMATION SHEET ABOUT THE TENDERER/CONSULTANT

(To be filled-in by the Tenderer/Consultant)

Sl. No.	Items		
1	Name of the Firm/Company of the Tenderer		
2	Name & address of the Chief Executive/Chairman and Managing Director of the Firm with Telephone no. if any		
3	Registered Office and address of the firm With Telephone and Fax no. if any		
4	Address for Correspondence/all communications with the firm		
5	Name, designation, address of the person authorised to deal with this tender/work		
6	Nature of the registration of the firm	Limited Co. / Private Ltd./Partnership Co./ Proprietorship firm	
7	Registration No. with date and Registering Authority		
8	Address of the office/work site of the tenderer, nearest to the place of the work being tendered		
9	Name of Directors/Partners	Occupation	Address

10. Financial Particulars:

Sl. No.	Items	
a	Authorized capital	
b	Paid up capital	
c	Working capital-limit in cash/credit for, bill Purchase/discount-forms etc. from the bank	Branch:
d	Loans and Advance taken	Value of Rs.
e	Loan and advances outstanding	

Value of work/Turn over done during preceding three years:

Financial year	Value of work	Income Tax deposited

13. Audited balance sheet and profit and loss :
14. Account for the last 3 years :
15. Income Tax/PAN/GIR No :
16. PF No. :
17. GST No. :
18. Excise Duty Regd. No. :
19. Contract Labour Regulation & Abolition Act, Regd. No. :
20. Any other relevant Regn. No. if any :
21. Details of ownership of various construction equipment's furnished as enclosed :
22. Name and signature of Authorised Representative of Tenderer/Consultant :

Form of Performance Security (Guarantee)

Bank Guarantee Bond-Format

On non-judicial stamp paper of minimum Rs. 100

- i. Whereas the Deputy Superintending Engineer on behalf of Director, IIT (ISM) Dhanbad (hereinafter called "The Authority") has invited bids under (NIT number)..... dated for (Name of work) The authority has further agreed to accept irrevocable Bank Guarantee for Rs. (Rupees only) valid upto (date)*..... as Earnest Money Deposit from (name and address of Consultant)(hereinafter called "the consultant") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR**

Whereas the Deputy Superintending Engineer on behalf of Director, IIT (ISM) Dhanbad (hereinafter called "The Authority") has entered into an agreement bearing number with(name and address of the consultant) (hereinafter called "the Consultant") for execution of work (name of work) The Authority has further agreed to accept an irrevocable Bank Guarantee for Rs. (Rupees only) valid upto (date)..... as Performance Guarantee/Security Deposit/Mobilization Advance/Refund of mile stone withheld amount from the said Consultant for compliance of his obligations in accordance with the terms and conditions of the agreement.

- ii. We, (Indicate the name of the bank) (herein after referred to as "the Bank"), hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees..... only) on demand by the Authority within 10 days of the demand.
- iii. We,(indicate the name of the Bank), do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Authority stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Consultant. 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 Rs. (Rupeesonly)
- iv. We, (indicate the name of the Bank), further undertake to pay the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending On non-judicial stamp paper of minimum Rs. 100 before Dhanbad district court, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Consultant shall have no claim against us for making such payment.

- v. We, (indicate the name of the Bank), further agree that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear 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 Consultant or for any forbearance, act of omission on the part of the Authority or any indulgence by the Authority to the said Consultant 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.
- vi. We, (indicate the name of the Bank), further agree that the Authority at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee the Authority may have in relation to the Consultant's liabilities.
- vii. This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant.
- viii. We, (indicate the name of the Bank), undertake not to revoke this guarantee except with the consent of the Authority in writing.
- ix. This Bank Guarantee shall be valid up to unless extended on demand by the Authority. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date

Witnesses:

- | | |
|-------------------|----------------------|
| 1. Signature..... | Authorized signatory |
| Name and address | Name |
| | Designation |
| | Staff code no. |
| 2. Signature..... | Bank seal |
| Name and address | |

Form of Earnest Money Deposit

Bank Guarantee Bond

On non-judicial stamp paper of minimum Rs. 100

- x. Whereas the Deputy Superintending Engineer on behalf of Director, IIT (ISM) Dhanbad (hereinafter called "The Authority") has invited bids under (NIT number)..... dated for (Name of work) The authority has further agreed to accept irrevocable Bank Guarantee for Rs. (Rupees only) valid upto (date)*..... as Earnest Money Deposit from (Name and address of Consultant)(hereinafter called "the Consultant") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR**

Whereas the Deputy Superintending Engineer on behalf of Director, IIT (ISM) Dhanbad (hereinafter called "The Authority") has entered into an agreement bearing number with(name and address of the Consultant) (hereinafter called "the Consultant") for execution of work (Name of work) The Authority has further agreed to accept an irrevocable Bank Guarantee for Rs. (Rupees only) valid upto (Date)..... as Performance Guarantee/Security Deposit/Mobilization Advance/Refund of mile stone withheld amount from the said Consultant for compliance of his obligations in accordance with the terms and conditions of the agreement.

- xi. We, (indicate the name of the bank) (hereinafter referred to as "the Bank"), hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees..... only) on demand by the Authority within 10 days of the demand.
- xii. We,(indicate the name of the Bank), do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Authority stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Consultant. 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 Rs. (Rupeesonly)
- xiii. We, (indicate the name of the Bank), further undertake to pay the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending On non-judicial stamp paper of minimum Rs. 100 before Dhanbad district court, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Consultant shall have no claim against us for making such payment.

- xiv. We, (indicate the name of the Bank), further agree that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear 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 Consultant or for any forbearance, act of omission on the part of the Authority or any indulgence by the Authority to the said Consultant 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.
- xv. We, (indicate the name of the Bank), further agree that the Authority at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee the Authority may have in relation to the Consultant's liabilities.
- xvi. This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant.
- xvii. We, (indicate the name of the Bank), undertake not to revoke this guarantee except with the consent of the Authority in writing.
- xviii. This Bank Guarantee shall be valid up to unless extended on demand by the Authority. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date

Witnesses:

- | | |
|-------------------|----------------------|
| 3. Signature..... | Authorized signatory |
| Name and address | Name |
| | Designation |
| | Staff code no. |
| 4. Signature..... | Bank seal |
| Name and address | |

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SECTION 10

PRICE BID

Prices are to be quoted in the price bid format given in the e-tender website online (<http://eprocure.gov.in/eprocure/app>) only.

PRICE SCHEDULE			
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)			
Sl. No.	Item Description	Quoted Percentage in figures including tax (%)	Quoted Percentage in words including tax (%)
1	2	3	4
1.01	<i>Percentage fee quoted by the consultant for the work of Consultancy services for preparation of Architectural Drawing, Structural Design and Interior Design for Renovation works of Modification of porch at Entrance of SAH, Modification of Reception Area and Development of courtyard area at Senior Academic Hostel (SAH) in IIT (ISM), Dhanbad</i>		
Quoted Percentage in Figures (Including tax)			
Quoted Percentage in Words (Including tax)			