

TENDER DOCUMENT

For

e-Procurement

System

for

F2 FORM OF CONTRACT

**(Includes e-Procurement Notice, N.I.T., General Rules,
Special Condition of Contract, Condition of Contract, Format
of Affidavit, Format of Earnest Money (Bank Guarantee),
Instruction to Bidders & Template based B.O.Q.)**

e-Procurement Cell
OFFICE OF THE CHIEF ENGINEER
COMBINED OFFICE BUILDING ,
BUILDING CONSTRUCTION DEPARTMENT
JHARKHAND, RANCHI
e-Procurement Notice(Very Short Tender Notice)

Tender Reference No BCD/CE/36/Hazaribagh /2019-20

Date:-19-10-2019

1.	Name of the work	Supply and Installation of High Mast Lights in Welsh Cricket Stadium at Hazaribagh
2.	Estimated Cost (Rs.)	Rs.1,58,41,229.00(Rupees One Crore Fifty Eight Lacs Forty One Thousand Two Hundred Twenty Nine)only
3.	Time of Completion	03 Months
4.	Date of Publication of Tender on website	21-10-2019 (Date)
5	Last date/Time for receipt of bids	28-10-2019 Up to 11:00 AM
6.	Name & address of office Inviting tender	e-Procurement Cell, Office of the Chief Engineer Combined office Building. Building Construction Department, Line Tank Road, Ranchi
7.	Contact no. of Procurement officer	0651-2206238
8.	Helpline number of e-Procurement cell	0651-2206238

Further details and subsequent amendments can be seen on website

<http://jharkhandtenders.gov.in>

Nodal Officer,
e-Procurement Cell,
Office of the chief engineer
Combined office Building
BuildingConstruction Department,
Line Tank Road , Ranchi.

**e-Procurement Cell
OFFICE OF THE CHIEF ENGINEER
COMBINED OFFICE BUILDING ,
BUILDING CONSTRUCTION DEPARTMENT
JHARKHAND, RANCHI**

Notice Inviting Tender(Very Short Tender Notice)

Tender Reference No BCD/CE/36/Hazaribagh /2019-20

Date:-19-10-2019

The undersigned, on behalf of the Governor of Jharkhand, invites item rate bids for the work mentioned in table below through e-Procurement from eligible and approved Contractors, registered in appropriate class as mentioned in Column 6 of the table, with Building Construction Department, Government of Jharkhand. The bid shall be submitted online in the Website <http://jharkhandtenders.gov.in> The bidder(s) should have necessary portal enrolment with their own Digital Signature Certificate:

Sl. No.	Name of the work	Estimated Cost (Rs. in Lakh)	Earnest money(Rs. in Lakh)	Cost of Tender Paper (Rs)	Class of Contractor eligibility	Time of Completion	Name of the Concerned office
1	2	3	4	5	6	7	8
1	Supply and Installation of High Mast Lights in Welsh Cricket Stadium at Hazaribagh	Rs.1,58,41,229.00	Rs.3,17,000/-	10,000/-	Class II	03 Months	EE BCD Building Division Hazaribagh

2.Period of availability of tenders online/date & time of bidding on-line / last date of seeking clarification/date of opening of tender papers are as given below –

Sl. No.	Procurement Officer	Place of Opening	Availability of tender on-line for bidding		Date & Time of opening of tender
			From	To	
1	2	3	4	5	6
1		e-Procurement Cell, Office of the Chief Engineer ,Building Construction Department, Line tank road, Ranchi -834001	Date 21-10-2019	Date 28-10-2019 11:00A.M.	Date 29-10-2019 11:00 A.M

3. Agreement with Bidders selected through e-procurement shall be eventually drawn in PWD Form No. F2.
4. The work shall be completed in all respect in 03 Months(*mention the time of completion*) from the date of written order to commence the work. The items of work, plan, specifications or any information in connection with the work can be seen in the office of the **Executive Engineer, BCD, Building Division Hazaribagh** on any working day during office hours before submitting bid.
5. Cost of tender/bidding document in the shape of demand draft issued by State Bank of India, in favour of **Executive Engineer, BCD, Building Division Hazaribagh** payable at **Hazaribagh** and cost of earnest money in the shape of Bank guarantee in prescribed Performa as per annexure-1 from any Scheduled/Nationalized Bank and valid for 90 (Ninety) days from the date of receipt of tender or 6 ½ Years National Saving Certificate (6th issue & 8th issue) or 3/5 Years Post Office Time Deposit duly pledged from any Post Office within the State of Jharkhand, in favour of **Executive Engineer, BCD, Building Division Hazaribagh** (by designation only) shall be deposited in the office of the **e-Procurement Cell, Office of the Chief Engineer , Building Construction Department, Line tank road, Ranchi -834001**, on all working days between **25/10/2019 to 28/10/2019** up to **11:30 A.M.** either by registered post /Speed post or by hand. Only those applications will be entertained whose cost of tender paper and earnest money is received before **11:30A.M.** on **28/10/2019**. The Chairman, e-Procurement Cell will not be held responsible for the postal delay, if any, in the delivery of the document or non receipt of the same.

Insurance Guarantee Bond/Cash/Cheque/Bank Draft in place of those specified for EMD shall not be accepted.

- 5.1 Duly pledged Earnest Money, if any, lying with the concerned Executive Engineer against work already completed shall not be adjusted by transfer. In such case the tenderer is required to get the same refunded/released and then attach the same with the tender , duly pledged afresh for the work for which tender is filled.
- 5.2 Tender not accompanied with required Earnest Money in the prescribed manner shall be rejected outright and will not be evaluated.

- 5.3 Clauses 5.1 to 5.2 shall not apply to tendere(s) who are exempted from depositing E.M but such tenderer(s) must enclose photostat copy of the exemption certificate issued by the competent authority in this respect.
6. In case the overall amount quoted by the tenderer/bidder is more than 10 (Ten) %below of BOQ amount of Scheduled Items,this shall be treated as un-workable & the tender shall be treated as invalid tender. The Non Scheduled Items shall also be on Item Rate basis and the rate will be negotiable.
7. It will be obligatory on the part of the tenderer to keep their offer open for acceptance for a period of 180 days from the date of opening of the tender.
8. Tendere(s) shall enclose scanned copy of his/her/their registration & exemption certificate (if any) in absence of which the tender(s) may not be considered.
9. Sales Tax/Income Tax clearance certificate, Labour License, Letter of Registration as contractor, Turnover & Bid Capacity shall be submitted by the tenderer, otherwise it may be rejected.
10. Authority reserves the right to reject any or all the tender(s) received or to allot the work to one or more contractor(s) without assigning any reasons thereof.
11. In the case of successful tenderer (hereinafter called contractor) the amount of E.M will be transferred towards Initial Security Deposit in such a manner so that the security deposit will form part of 5% of the approved amount of the approved tender & the remaining 5% shall be recoverable from the subsequent bills of the contractor.
12. The Earnest Money of the successful tenderer (hereinafter called the contractor) which accompany the tender will be forfeited in case the tenderer declines to sign the agreement or fails to deposit Security Money within 10 days of being called upon to do so.
- Those contractors, who are exempted from depositing E.M., will deposit initial security money within 10 days of being called upon to do so. If they fail to do so or decline to sign the agreement within the stipulated period, the requisite sum of money will be forfeited by way of adjustment from any sum to be paid to him by the department for other works, including his security money and in addition he may be Black Listed and subsequently his registration may be cancelled.
13. The N.I.T along with general rules, conditions of contract and special conditions of contract copies of which are available on the website – <http://jharkhandtenders.gov.in> will form part of the Contract Document.

14. It is essential for the tenderer(s) to have ownership of the following Machineries in working condition:-

(I)	Concrete Mixture	-	3
II)	Needle Vibrator	-	2
III)	Surface Vibrator	-	1
IV)	Bar Bending M/C	-	1
V)	Bar Cutting M/C	-	2
VI)	Welding Machine	-	1
VII)	Truck/Tipper (or 2 times Tractor)	-	1
VIII)	Shuttering Plate with fittings	-	3000sft
IX)	Stagging Pipe	-	4500 Ft
X)	Water Tanker	-	1
XI)	Generator	-	1

15. It is essential for the tenderer to have minimum technical persons attached with them.
- a. For tender up to value of 1.0 crore
Diploma holder -2 Nos
 - b. For tender above value of 1.0 crore
Degree holder -2 Nos
Diploma holder -2 Nos
Architect -1 Nos
16. Tenderer(s) are required to attach with their tenders authorized and valid certificates regarding their actual ownership of the machineries mentioned in clause 14 above, failing which their claim for allotment of the work may be rejected.
17. Valid certificates of actual ownership of the above mentioned machineries attached with the tenders must prove that the tenderer / tenderer(s) himself/ themselves are actual bonafide owners of those machineries and the same are in working condition.
18. Payment against works will be made subject to availability of fund.
19. The process of e-Tendering would be of Two Envelope System. (i) Technical (ii) Financial.

20. Minimum Financial Turnover in any one year should not less than the value of work, during previous three financial years.

Escalation factors :

<u>Years Before</u>	<u>Multiply Factor</u>
One	1.1
Two	1.21
Three	1.33

21. Assessed available Bid Capacity = $1.5 \times A \times N - B$
where,
A= Maximum Value of Civil Work executed in one Year within last three years (in Lac)
B= Work in hand (Amount of work that has to be done) - in Lac
N= Time of completion (in year) of the scheme as mentioned in N.I.T.
22. The process of e-tendering shall be on item rate.
23. Available Bid Capacity Shall not be less than the Value of the work.

Executive Engineer,
Building Construction Department,
Building Division Hazaribagh

GENERAL RULES

1. Bidders have to fill in all such information as required in the tender documents.
2. The item rates quoted by the tenderer shall be inclusive of Income Tax, Sales Tax, Royalty or any other Provincial and Central Taxes applicable at that time. Provisional or conditional tender shall not be accepted.
3. The tenderer shall be presumed to have carefully examined the conditions of the contract and specifications of the work. The tenderer will also be deemed to have inspected the work site and to have satisfied himself/herself/themselves independently as to the nature, extent and practicality of all works and required road approaches & other means of communication & access to the site, lands, buildings, available for accommodation that may be required for temporary purpose in connection with the contract of work, as also availability of construction materials, location of work site including its climate & other geological characteristic, availability of skilled, semi-skilled & un-skilled labourers. The consequences of the lack of necessary knowledge will be borne entirely by tenderer.
4. The tenderer shall submit a program of the execution of the work along with the tender.
5. The tenderer will maintain watch guards for the safety of the materials, if any, supplied by the department at his own cost.
6. All labourers engaged in the work are to be paid wages as per Minimum Wages Act in force at the time of execution of this work.
7. The tenderer will provide to the labourers, huts for shelter, drinking water and medical facilities at site and keep the site clean at his own cost.
8. Extension of time may be granted on valid ground by the competent authorities as per Government rules and circulars in force and as revised from time to time.
9. On receipt of the written order from the Executive Engineer, BCD. Building Division Hazaribagh the successful tenderer will first deposit the balance amount of initial security deposit (ISD) within the specified period of ten days and then enter into an agreement with Executive Engineer on the basis of the stipulation in the approved tender documents before the issue of work order.
10. The earnest money of the successful tenderer will be forfeited in case the tenderer declines to sign the agreement or fails to deposit initial security money within 10 days of being called upon to do so after approval of the tender by the Competent Authority.
11. The items of works, plans, specification or any other information in connection with the work can be seen in the office of the Executive Engineer, Building Construction Department Building Division Hazaribagh on any working day during office hour before filling the tender.
12. (a) If the rate quoted by the tenderer is above the BOQ rate and the competent officer has approved above the BOQ rate, then the enhancement over the BOQ rates shall not be applicable over the cost of materials applicable as per latest Road Construction Department circular.
(b) If the tenderer quotes the rate below the BOQ rate and the competent officer approves it, then the reduction over the BOQ rate shall be applicable on all items of work including the cost of materials applicable as per latest Road Construction Department circular.

Executive Engineer,
Building Construction Department,
Building Division, Hazaribagh

SPECIAL CONDITIONS FOR F2 CONTRACT

- 1 The successful tenderer (hereinafter called the Contractor) must maintain a site order book at each work site which will be produced when asked for by the departmental officers for needful. This book must at all times be available at the site and should be produced before any inspecting or supervising officer without fail. The instructions given in the site order book shall be complied by the contractor. A copy of the same should be kept by the Junior Engineer. The site order book may be submitted to Executive Engineer with running account bills, if required, but must be submitted with final bill.
- 2 The contractor should always remain available at the work site, but where it is not so possible for him to do so, he must appoint a representative for the purpose who would be duly authorized by the contractor to receive instructions and carry out instruction of departmental officers, and also to receive letters. He may also delegate to him any other power as he thinks fit, but in every case he will inform immediately the concerned Junior Engineer, Sub Divisional Officer and Executive Engineer regarding appointment of such representative along with his name and identity in writing by Regd. Post with A/D.
- 3 If the Royalty clearance certificate for mines/minerals used in the work is not produced with the bill, Royalty will be deducted from the concerned running bill, as per the instruction of the Department of Mines. Production of royalty clearance certificate along with the final bill is a must, failing which final bill will neither be passed nor paid, and for such non-payment or delay in payment, the whole and sole responsibility will be of the contractor alone.
- 4 The contractor shall provide sufficient plant, equipments and labour and shall work such hours and shifts as may be necessary to maintain the progress schedule. The working and shift hours shall comply with all Govt. rules and regulations in force from time to time during the entire period of execution of the contract work.
- 5 The contractor should get the sample of all the materials approved by the E/I, before collecting the same for use at work site. The sample in sealed glass jars shall be kept in the custody of the E/I.
- 6 The contractor shall have to get tested the strength of cement concrete (both plain & reinforced) for each day's casting as per BIS codes. Achievement of the prescribed cube strength is a must. The cost of concrete cubes moulds, curing, carriage of cubes to and from the testing laboratory and all other incidental charges incurred in this regard shall be borne by the contractor.
- 7 The contractor shall conduct as many tests on materials, intermediate products such as concrete mixture / mortar mixture at his own cost. He shall also if required by the E/I, arrange for such test. If the quality of materials appears to be inferior or the portion of the work is found to be defective or unsound, the contractor may be asked to remove and or pull down and re-execute the same at his own cost. The

contractor shall bear all costs in this regard, without any relaxation in regard to period of contract.

- 8 For works exceeding Rs.50 (Fifty) Lacs, it will be obligatory for the contractor to keep a properly equipped testing laboratory near the work site at his own cost, where he will get the samples tested as per relevant BIS Code.
- 9 All rejected materials will have to be removed from the site by the contractor, after their rejection, within seven days from the date of written order of E.E, failing which the E.E will get these removed in whatsoever manner he thinks fit and will recover the cost involved for such removal from the contractor after lapse of seven days time.
- 10 If the actual lead of materials like stone metal, stone chips, boulder, bricks, sand, moorum etc., is found to be less than the lead provided in the BOQ, then its payment will be made proportionately on reduced rate. (Reduction in rate will be made in the ratio of approved rate and rate provided in the BOQ remaining the same).
- 11 It will be essential to do all items of Building works (Original work) in sequence in a scientific manner. Work shall be executed in a such a manner which leads to progress of all items of work simultaneously Floor-wise/Block-wise always from one end to the other, so that the complete road is available for use in one stretch from that very end
- 12 The department reserves the right of omitting or suspending the construction or changing site etc., if considered necessary at any stage.
- 13 The work incidental to items included in the BOQ shall not be paid extra and the tendered rates are deemed to include these:-
 - (i) Site clearance such as clearing of shrubs, bush, wood-undergrowth & small trees not exceeding 12" in girth measured at 3' above the ground.
 - (ii) Setting out works, profile, lay-out etc.
 - (iii) Benching or excavation of foundation trenches.
 - (iv) Excavation for insertion of planking and shuttering.
 - (v) Forming (or leaving) stop in sides of deep excavation & their removal after measurement.
 - (vi) Bailing out rain water/and or surface water in case the excavated foundation trenches were filled up by these.
- 14 CLAIM SHALL NOT BE ADMISSIBLE under following circumstances :-
 - a) Extra items of work done without written order of competent departmental officer.
 - b) In case of sudden fluctuation and / or increase in rates of labour, materials, royalty, various taxes, railway freight, fuel, lubricants, carriage cost etc. at any stage of the work
 - c) Non-availability of labour of any category required for the work.
 - d) Labour sitting idle due to any reason / cases.
 - e) Delay in communication regarding any changes or modification in design, drawing, specification, alteration & addition etc.
 - f) Loss sustained due to :-
 - 1) Acts of enemies including agitation by Public and Riot.
 - 2) Transportation and Procurement difficulties.
 - 3) Natural Calamities.
 - 4) Any other circumstances beyond human control.
- 15 Extension of time, if justified, may be granted by the different competent officers for different periods of time, for different types and values of works as per rules / circulars / guidelines in force. Otherwise penalty for non-fulfillment of the contract may be imposed, after giving due consideration for poor progress at different stages of works without valid and satisfactory reasons. The Officer granting such extension of time has the full liberty to weigh & examine the circumstances which led to such requirement for fulfillment of contract, and use his own discretion for

- passing final orders, which shall be treated as final and shall be binding and conclusive on the contractor.
- 16 The contractor shall, if required by the E/I arrange to test materials at site or get them tested in recognised departmental testing laboratories at his own cost in order to prove their soundness and sufficiency as per specifications laid down. The number of tests required for different items will be specified by the E/I.
- 17 The tenderer will have to enclose an affidavit as per format annexed for arranging the Batch Mix Plant/Concrete Mixture, Transit Mixture, Vibrator and other equipments shown as credential, not specifically required to be owned, on hire or otherwise, as may be necessary for completion of this specific work.
- 18 The successful tenderer shall be bound to adhere to and follow rigidly the labour laws in vogue or which may come into force even after execution of the contract agreement with regard to payment to workmen of their wages, compensation for incurring injuries or meeting death while engaged in actual work and registration with the appropriate labour authorities and sales tax department, failure on the part of the successful tenderer to fulfill these statutory requirements will empower the engineer-in charge to rescind the agreement and make good from the bills and other dues of the tenderer. The amount payable by him to the workmen on the government short of recondition of agreement the Engineer-in charge may enforce other penal action/legal action also on this scope against the tenderer.
- 19 The tenderer must offer with their tenders a time schedule of construction / bar chart according to which it is proposed by him to complete the work within the time stipulated in the tender. This will however be subject to modification and approval of the Engineer-in charge. The successful tenderer shall offer temporary site free of cost for erecting his temporary field office, workshop, stores and labour hutments. On completion of work there will have to be removed and the site properly dressed and cleared to the satisfaction of the Engineer-in charge at his own cost. The overall completion of the work shall be reckoned on the date that the above site clearance is done after completing the building as per agreement and specification.
- 20 The responsibility for the safety and specification of the temporary works mentioned in Para- 18 and 19 above shall be responsibility.
- 21 The payment for final bill will not be made until the contractor has handed over vacant possession of the land vide para-19 above to the Engineer-in charge.
- 22 All Building materials and hardware collected at the site for the construction shall be so stored that it may be possible and convenient for inspection by the Engineer-in-charge or his representative at all time.

- 23 The rates entered into contractor agreement shall be final and conclusive nothing extra beyond them shall be payable either on account of price hike, increase in taxation rates and increase in freights and fare etc.
- 24 During the execution of the work the contractor shall be bound to furnish a monthly programmed of work according to which he will work after obtaining approval of Engineer in charge or his representatives.
- 25 The work shall be deemed to have been completed only after the contractor has obtained a certificate to this effect from the engineer-in charge.
- 26 The period of defect liability shall be 12 (Twelve) months from the date of completion as certified by the Engineer-in charge during which it shall be incumbent upon the contractor as maintain and make good all the damages in the building.
- 27 The site for construction shall have to be properly cleaned to at least 5 feetall round the site, all roots of trees and plants shall have to be taken out completely and holes filled up with earth and rammed. The trees which come under the building site, shall be up rooted completely and stacked at least 5 feet beyond the construction site after obtaining and stacked at least 5feet beyond the construction site, after obtaining permission in writing from Engineer-in charge after completion of construction the site shall have to be nearly dressed and leveled and all surplus materials shall be removed from the premises For these works no extra payments shall be made to the contractor.
- 28 The contractor shall engage technical staff for execution of the work as the work as required and approved by the Engineer-in-charge.
- 29 The decision of the Engineer-in-charge in respect of the quality of materials and workmanship shall be final conclusive upon the contractor
- 30 The contractor shall be free to use his own truck registered in his own name or in the name of any of his partner for the transportation of materials otherwise he will have to use public carrier for the purpose.
- 31 The tender being an item rate, the Engineer-in-charge shall be empowered to call upon the contractor to work for quantities same or less than these stipulated in the tender document and the contractor shall be bound to execute such order.
- 32 Any tax payable under local rules and acts shall be borne by the contractor entirely on his own cost.
- 33 The employer reserves right to split up the works amongst more than the tenderers for which no claim will be entertained.

- 34 Safety precaution as lay down in the safely codes shall be taken by the contractor during execution of the work.
- 35 Any work, which does not confirm to the B.C.D specification standard, shall be dismantled for re-doing by the contractor at his own cost.
- 36 Every tender must be accompanied with the forwarding where in the details of earnest money. Registration number of any other matter which the tendered wishes to mention.
- 37 The tenders before offering for the work are expected to inspect the site of work and acquaint themselves with the situation obtaining therewith regard to the liability of Labour and materials no claim on account of lead of varies items of building material will be admissible as the rate for each item is for complete job.
- 38 The materials and workmanship should confirm strictly and rigidity to the B.I.S specification/B.C.D. Specification as mentioned in tender document.
- 39 The articles of building hardwares e.g. brick khoa, surkhi lime stone ballast fine and coursed aggregate, timbers, hinges, bolts handles, screws glass steel windows and doors and other miscellaneous items shall be of best quality available at the time and shall be used only after the Engineer-in charge gave approved them In this behalf the decision of the Engineer-in-charge shall boot be opened to challenge or question by the contractor.
- 40 The rates for R.C.C. Work shall be inclusive of centering shuttering, Ming laying and curing and exclusive of cost of reinforcement, bonding binding and placing.
- 41 The contractor shall be bound to make arrangement for first aid for the workmen at the site of work and make arrangement at his own cost for medical treatment of workmen injured seriously at the site in course of execution of work.
- 42 Where in case of any dispute between the workmen and the contractor regarding payment of wages. The Engineer-in charge will have full power to pay the wages of such workmen after he has satisfied him self after enquiry that the claims of workmen after he has satisfied him self after enquiry that the claims of workmen are correct and justified and such payment by the Engineer-in-charge shall be adjusted from the dues of the contractors.
- 43 The quoted rate shall be inclusive of sales tax under the Bihar Finance Act, 1984 on works contract together with all Jharkhand Taxes, including Labour Tax.
- 44 The contractor will make his own arrangement for watch and ward and may loss of Govt. materials/or other materials will be to the account of the contractor.
- 45 All materials to be supplied by the tendered for use in work should be got approved in writing by the Engineer-in-charge that it is proper tousle in the work. All rejected materials will have to be removal at his own cost from the site after

rejection otherwise department may dispose them as they like and also recover the cost of removal from the site.

- 46 All works should be got approved and passed by the Engineer-in-charge in writing before they are filled up covered and finished as the case may be.
- 47 The agreement will be drawn in standard form F-2 contractor agreement of the P.W.D (Building) Govt of Jharkhand. The N.I.T and the special condition will form part of the agreement. The standard form F-2 may be inspected in the office of the Executive Engineer, BCD, Building Division, **Hazaribagh**
- 48 Tenderer(s) may not entertain those contractor whose performance of works have been found unsatisfactory and in on record.

Executive Engineer,
Building Construction Department,
Building Division **Hazaribagh**

CONDITIONS OF CONTRACT

Compensation

Clause 1 :- All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his security deposit, or from the interest arising there from, or from any sums, which may be due or may become due to the contractor by the Government on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter, make good in cash or Government securities endorsed, as aforesaid, any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof.

The work should not be considered until such date as the Executive Engineer shall certify as the date on which the work is finished after necessar rectification of defects as pointed by the Executive Engineer or his authorized agents are fully compiled with the Engineer's satisfaction

Clause 2 :- The time allowed for carrying out the work, as entered in the tender, shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor. The work shall, through-out the stipulated period of the contract, be carried on with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to $\frac{1}{2}$ percent on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains un-commenced or unfinished after the proper date. And further to ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete one fourth, of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed, one-half of the work before one-half of such time elapsed and three-fourth of the work before three fourth of such time has elapsed in the event of the contractor failing to comply with this condition. Contractor shall be liable to pay as compensation an amount equal to $\frac{1}{2}$ percent on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete provided always that the entire amount of compensation to be paid under the provisions the clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Action when personal security deposit forfeited

Clause 3:- In any case which under any clause or clauses of or this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Government (where paid in one sum or deducted by installments) the Executive Engineer on

behalf on the Jharkhand Government shall have been powered to adopt any of the following courses as he may deem best suited to the interest of Government.

(a) To rescind the contract (of which rescind notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence) and in which case the security deposit of the contractor shall start forfeited and be absolutely at the disposal of Government.

(b) To employ labour paid by the Public Works Department and to supply materials to carry out the work, or any part of the work debiting the construction with the cost of the labour and the price of the materials(of the amount of which cost and price certificate of the Engineering-charge shall be final and conclusive against the contractor), and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract, the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.

(c) To measure up the work of the contractor and to take such part of the work of the contractor as shall be unexecuted out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him(of the amount of which excess the certificate in writing of the Executive Engineer shall be final and conclusive) shall be born and paid by the original contractor and made be deducted from any money due to him by Government under the contract or

otherwise , or from his security deposit or the proceeds of sale there of , or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagement, or made advances on account of or with a view to execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, contractor shall not be entitled to recover or be paid any sum of any work there-to-fore actually performed under this contract unless and u n t i l t h e E x e c u t i v e E n g i n e e r s h a l l

have certified in writing the performance of such work and the value payable in respect thereof and he shall only entitle to be paid the values so certified.

Contractor remains liable to pay compensation if action not taken under clause 2

Power to take possession of or require removal of or sell contractor plant.

Clause 4 :- In any case in which any of the powers, conferred upon the Executive Engineer by clause 3 thereof shall have become exercisable and the same shall not be exercised the non-exercise thereof shall not constitute waiver of the conditions here and such power shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected in the event of the Executive Engineer putting in force the powers vested in him under the proceeding clause he may, if so desires, take possession of all or any tools, plants, materials and store, in or upon the works of the site thereof or belonging to the contractor or procured by him and intended to be for the execution of the work or any part thereof paying or allowing for the same in the contract at the account rates, or in case of these not being applicable at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final, otherwise the Executive Engineer whose certificate thereof shall be final, otherwise the Executive Engineer may notice in writing to the contractor or his clerk of the work, foreman or other authorized agent require him to remove such tools, plants, materials or stores from the premises within a time to be specified in such notice) and in the event to the contractor failing to comply with any such requisition the Executive Engineer may remove them at the contractor expense or sell them by action or private sale on account of the contractor expense or sell them by action or private sale on account of the contractor and at his risk in all respect, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale be final and conclusive against the contractor.

Extension to time

Clause 5 :- If the contractor shall desire any extension of the time for completion of the work, on the ground of his having been unavoidably hindered in its execution or on any other ground other than those mentioned in clause 12(a) he shall apply in writing to the Executive Engineer within 40 days from the date of starting of the hindrance on account of which he desires such extension as aforesaid and the Executive Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown thereof authorized such

extension of time, if any as may in his opinion be necessary or proper. The Executive Engineer shall at the same time inform the contractor whether he claims compensation for the delay.

Final certificate

Clause 6 :- On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (herein after called the Engineer – in – charge) of such completion, but not such certificate be given, not shall be work nor shall the work be considered to be complete until the contractor shall have remove from the area of the premises (to be distinctly marked by the Executive Engineer in the site plan) on which the work shall be executed all scaffolding surplus materials, and rubbish, and cleaned of the dirt from all wood-work, doors, windows, walls, floors or other parts of any building, in upon or about which the work is to be executed, or which he may have been measured by the officer of the Public Work Department in accordance with rules of Department whose measurements shall be binding and conclusive against the contractor, If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for completion the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as the thinks fit and clean of such dirt as aforesaid and the contractor shall forth with pay amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually realized by the sale there of.

Payment of in terms
date certificate of to be
regarded as advance
and Bill to be submitted
monthly.

Clause 7 :- A bill shall be submitted by the contractor each month or before the date fixed by the Engineer-in-charge for all work executed in the previous months and the Engineer-in-charge or his subordinate shall take the requisite measurement for the purpose of having the same verified and the claim , as for as admissible, adjusted, if possible, before the expiry of the days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge or his subordinate shall measure up the said work in the presence of the contractor whose counter signature on the measurement list will be sufficient warrant, and the Engineer-in-charge or his subordinate shall prepare at bill form such list which be binding to the contractor in all respects.

Provided that, if any balance of the 10% security is outstanding from each such payment shall be deducted so much not exceeding 5% may be necessary to make up the balance of the security. All such intermediate payment to the contractor shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed and shall not precede the reputing of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed or recreated be considered as an admission of due performance of the contractor, determine or affect in any way the powers of the Engineer-in-charge under these condition or any of them as so the final settlement or adjustment of the accounts or in any other way very or affect the contract.

Clause 8 :- The final bill shall be prepared by the office of the Public Work Department in accordance with the rules of the department in the presence of the contractor within the month of the date fixed for completion of the work.

Stores supplied by
Government

Clause 9 :- If the specification or estimate of the work provides for the use of any special description of material to be supplied from the Engineer-in-charges stores or if it is required that the contractor shall use certain stores to be provided be the Engineer-in-charge under the conditions of this contract or (such materials and stores, and the prices to be charged therefore as herein after mentioned being so far as practicable for convenience of the contractor, but not so as in any way to control the meaning or effect of this contract are specified in schedule or memorandum here to annexed) the contractor shall be supplied with such materials and stores noted in the annexed such schedule required from time to time to be used by him for the purposes of the contract, only and the value of the full quantity of materials and stores so supplied at the only and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule may be set off or deducted from any sums then due or there after to become due to the contractor under the contract or other wise, or against or from the security deposit, or the proceed of sale there of, if the same is held in Government security the same or sufficient portion thereof in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall not on any accounts be removed from this site of the work and shall at all times be open to inspections by the Engineer-in-charge. Any such materials unused and in correctly in good

condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-charges store, at the prevailing market rate or at the issue rate whichever is less if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials unless with such consent and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage to or any such materials.

Work to be executed accordance
with specification drawing other
etc

Clause 10:- The contractor shall executive the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications . The contractor shall also confirm exactly, fully and faithfully to designs, drawings, and instructions in writing relation to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitle to access at such office, for purpose of inspection during office hours, and the contractor shall, if he so require be entitled at his own expenses to make or cause to be made copies of the specification , and of all such designer's, drawings and instructions as aforesaid.

Alteration in specifications
and designs.

Clause 11:- Engineer-in-charge shall have power to make any alteration in additions to the original specification, drawings and instructions that may appear to him to be necessary or advisable during the progress of the work. The contractor shall be bound to carry out the work in accordance with any instructions , which may be given to him in writing signed by the Engineer-in-charge , and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do for completion of the work shall be extended in the proportion that the additional work. The time for completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion and to the additional work includes any class of work, for which no rates is specified in this contractor then such class of work shall be carried out at the rates entered in the sanctioned schedule or rates of the locality during the period when the work is being carried on and if such last mentioned class of work is not entered in the schedule of rates of the district then the contractor shall within seven days of the dated of his receipt of

Do not in validate contract

Extension of time in
consequence of alterations

the order to carry out the work inform the Engineer-in-charge does the rates which in his intention to charge for such class of work and if the Engineer –in-charge does not agree to this rate he shall be noticed in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provide always that if the contract shall commence work or in our any expenditure in regard thereof before the rate shall have been determine as lastly herein before mentioned then and in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge in the event of a disputes the decision of the superintending engineer of the circle will be final.

Rate for work not in
estimate or schedule of
rates of the district.

Provide always that the contractor shall not be entitled to any payment for any additional work done unless he has received an order in writing from the Engineer-in-charge for the additional work the contractor shall be bound to submit his claim for any additional work done during any month on or before the 15th days other following month accompanied by a copy of the order in writing of the Engineer-in-charge for the additional work and that contractor or shall not be entitled to any payment in respect of such additional work if be other submit his claim within date aforesaid period.

No Compensation for
alteration in or restriction or
work to be carried out.

Clause:-12- If at any time after the commencement of the work the Government of Jharkhand shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage. Which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alternation having been made in the original specification, drawing, designs and instruction which shall involve any installment of the works as originally contemplated clause 12(a) As contained in GO 1929 dated 11.09.56.

Clause 12 (a):-The contractor shall not be entitled to claim any compensation for loss suffered by him on account of delay by or on behalf of

Government in the supply of materials as stores which the Government may have undertaken to supply where such failure is due to:-

(i) Natural calamities, (ii) act of enemies, (iii) transport and procurement difficulties or (iv) circumstances beyond the control of the State Government.

In case of such failure in delay in the supply of materials or stores on an application by the contractor within 30 days from the date of such failure of delay, such extension of time shall be granted to the contractor for completion of the work as shall appears to the Engineer to be reasonable in accordance with the circumstances of the case. The decision of the Executive Engineer as to the extension of time shall be accepted as finally by the contractor.

Clause 13:- If it shall appear to the Engineer-in –charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or by any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for at otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the work materials or articles complained of not with standing that the same may have been inadvertently passed certified and paid for forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or as the case may be remove the materials or articles so specified and provided other proper and suitable materials or articles at his own proper charge and cost, and in the event of his falling to do so within a period to be specified by the Engineer-in-charge to his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent, on the his failure to do so shall continue and in the case of any such failure the Engineer-in-charge may certify or remove, and re-execute the work or remove and replace with others the materials or articles complained of as the case may be the risk and expense in all respects of the contractor.

Clause 14 :- All work under or in course of execution or executed in presence of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate

Action and compensation payable in case of bad work

Work to be open to inspection

Contractor or responsible Agents to be present.

to visit the work shall have a responsible agent duly accredited in writing present for that purpose. Order given to the contractor's agent duly accredited in writing present for that purpose. Order given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Notice to be given before work is covered up.

Clause 15:- The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement of any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement of any work without the consent in writing of the Engineer-in-charge or his subordinate-in-charge of the work. If the work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expenses or in default thereof on payment or allowance shall be made for such work on material with which the same was effected.

Contractor liable for damage done and for imperfection for 6 months after certificate.

Clause 16:- If the contractor or his work-people, or servants shall break, deface injure or destroy any part of a building in which they may be working or any building, road, road curves, fence enclosure water pipes, cables, drains electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous on which the work or any part of it is being executed or if any damage shall happen to the work. While in progress from any cause what so ever or any imperfection become apparent in or if within three months (six months in the case of a road-work) after a certificate final or other of its completion shall have been given by the Engineer-in-charge as aforesaid the contractor shall make the same good at his own expense, or in default, the Engineer-in-charge may cause the same to be made good by other work men and deduct the expense of which time thereafter may become due to the contractor, or from his security deposit, or the proceeds of sale thereof or of a sufficient portion thereof of the security deposit at the contractor shall not be refunded before the expiry of three months (six months in the case of a road work) after the issue of the certificate final or otherwise of completion of work provided that in the case of a road work if in the opinion of the Engineer-in-

charge behalf of the security deposit will be refundable after three months of the issue of the said certificate of completion.

Contractor to supply to
plantinoders scaffolding etc.

And is Liable for damage
arising from non-provision
of lights tencingetc

Clause 17:- The contractor shall supply at his own cost all materials(except such special materials) if any as may in accordance with the contract be supplied from the Engineer-in-charge's stores) plants , tools , application, implements, ladders, cordage tackle scaffolding and temporary works requisites or proper for the proper execution of the work whether original, altered or substituted and whether include in the specification or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for purpose of satisfying or complying with the requirement of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied which he is entitled to require together with carriage therefore to and form the work. The contractor shall also supply without charge the requisite number of person with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and form time to time of the work or materials failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract from his security deposit or the proceeds of sale thereof or a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear to expenses of defense of every suit action or other proceeding at law that may by bought by any person for injury sustained owing to neglect of the above precautions and to any such person of which may with the consent of the contractor be paid to compromise any claim by any such person.

Clause 18:- No female labour shall be employed within the limits ofcantonment. The contractor shall not employ for the purpose of his contract any person who is below the age of twelve years and shall pay to each labour for the work done by such laborer wage not less than the wages paid for similar work in the neighborthood.

The executive Engineer shall have the right to enquire into the case and decide any complaint alleging that the wages paid by the contractor to any labourer for the work done by such labour is less than the wages paid for similar work in the neighbourhood.

The officer-in-charge of the work shall have the right to decide whether any labourer employed by contractor is below the age to twelve years and to refuse to allow any labourer whom he decided to be below the age of twelve years to be employed by the contractor.

Work not to be subject

Contract may be rescinded and security deposit for feinted for subletting bringing or if contractor becomes insolvent

Clause 19:- The contractor shall not be assigned or subject without the written approval of the Executive Engineer. And if the contractor shall assign or subject his contract or attempt so to do or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt so to do or if any bribe, gratuity, gift loaned, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor or any of his servant or agents to any public officer or person in the employ of Government in any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Executive Engineer may thereupon by notice in writing rescind the contract. The security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause 3 hereof, in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Considered reasonable compensation without reference to actual loss

Clause 20:- All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied for the use of government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Change in constitution of firm

Clause 21:- In the case of a tender by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge or this information.

In case of failure to notify the change in the constitution within fifteen days the Engineer-in-charge, may by notice in writing, rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as in the contract has been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work heretofore actually performed under the contractor.

Works to be under direction of
superintending engineer.

Clause 22:- All work to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Superintending Engineer of the circle for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

Clause 23:- delegated vide Bihar R.C.D. Letter No. A2/Rule 08/92-6113(S) dt.18.11.1992.

Lump-sum in estimate

Clause 24:- When the estimate on which a tender is made includes lump sum in respect of the contract shall be entitled to payment in respect of the items of the work involved of the work in question the same rates as are payable under this contract for such terms. If the part of the work in question is not in the opinion of the Engineer-in-charge, capable of measurement. The Engineer-in-Charge may at his direction pay the lump sum amounts entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum payable to him under the provision of this clause.

Action where no
specification

Clause 25:- In the case of any class of work for which there is no such specification as is mentioned in rule 1, such work shall be carried out in accordance with the circle specification in the event of there being no circle specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Definitions of works

Clause 26:- The expression "Work" or "Works" where in these conditions shall, unless there be something either in the subject or context repugnant to such constructions be constructed and taken to mean the work by or virtue of the contract to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

Clause 27:- संवेदक त्रुटिपूर्ण सामग्रियों की आपूर्ति एवं व्यवहार के लिए पूर्णतया दोषी माने जायेंगे तथा बड़े-बड़े कार्यों के संवेदक (10 लाख के ऊपर के कार्य के संवेदक) जिन्हें अपना कनीय अभियंता/सहायक अभियंता रखना आवश्यक है, उनके खराब काम किए जाने पर उनके संबंधित कनीय अभियंता तथा सहायक अभियंता को दोषी माना जाएगा।

Clause 28:- The terms and conditions of the agreement have been read/explained to me andcertify.....clearly understand them.

Witness

Contractor

EARNEST MONEY (BANK GUARANTEE)

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder")
has submitted his Bid dated _____ [date] for the construction of
_____ [name of Contract hereinafter called "the Bid"].

KNOW ALL PEOPLE by these presents that We _____

[name of Bank] having our registered office at _____ (hereinafter called "the Bank")
are bound unto **E.E., B.C.D., Building Division,** in the sum of Rs.
_____ (amount of earnest money in words) for
which payment well and truly to be made to the **E.E., B.C.D., Building Division,**
the Bank 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 Bid opening the Bidder withdraws his bid during the period of Bid validity specified;

OR

- (2) If the Bidder having been notified of the acceptance of his bid by the **E.E., B.C.D., Building Division,** during the period of Bid Validity:
- (a) fails or refuses to execute the F2 Agreement or
- (b) fails or refuses to furnish the Security deposit, in accordance with condition of contract.

We undertake to pay to the **E.E., B.C.D., Building Division,** up to the above amount upon receipt of his first written demand, without the **E.E., B.C.D., Building Division,** having to substantiate his demand, provided that in his demand the **E.E., B.C.D., Building Division,** will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above mentioned two conditions and specify the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ ** days after the deadline for submission of Bids as is stated in the Instructions to Bidders or as it may be extended by the **E.E., B.C.D., Building Division,** notice of which extension(s) to the Bank is hereby waived and notice to the bidder would constitute sufficient notice to the Bank. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE

SIGNATURE _____

(of Issuing Banker)

(Signature of Witness) _____

SEAL _____

[Name and Address]

* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in the bid document.

** 45 days after the end of the validity period of the Bid.

AFFIDAVIT Annexure-2

1. I,the undersigned, swear that after receiving the letter of award of work, I will arrange the requisite tools and machinery viz..... and other such equipment other than those specifically required to be owned by purchase, lease or hire and submit the proof thereof, at the time of execution of the Tender/Agreement.
2. I,the undersigned swear that, I will employ a degree holder engineer with at least 3 year's experience or a diploma holder engineer with at least 5 year's experience for the above work.
3. I,the undersigned swear that, I will establish a fully equipped site laboratory for the aforesaid work with a trained laboratory technician.
4. I,do authorize the **E.E., B.C.D., Building Division,** to cancel the award and also forfeit the security money already deposited with the department in case the Para 1, 2 & 3 as mentioned above is not fulfilled.

(Signed by an authorized officer of the Firm)

.....

Title of officer

.....

Name of Firm

.....

DATE

Instructions to Bidders for e-procurement (FOR F2 CONTRACT)

Detailed instructions & documents to be furnished for online bidding

1. Guidelines for online submission of bids can be downloaded from the website <http://jharkhandtenders.gov.in>
2. Interested bidders can download the bid from the website <http://jharkhandtenders.gov.in>
3. Bidders in order to participate in the bidding process have to get 'Digital Signature Certificate (DSC)' as per Information Technology Act-2000 to participate in online bidding. This certificate will be required for digitally signing the bid. Bidders can get the above mentioned digital signature certificate from any approved vendors (CCA). Bidders, who already possess valid Digital Certificates, need not procure new Digital Certificate.
4. Bidders have to submit their bids online in electronic format with digital Signature. Bids without digital signature will not be accepted. No proposal will be accepted in physical form.
5. Bids will be opened online as per time schedule mentioned in the NIT.
6. Bidders should be ready with the scanned copies of cost of documents & EMD as specified in the tender document. Before submission of online bids, bidders must ensure that scanned copies of all necessary documents have been attached with bid.
7. **Bidders have to produce the original Demand Draft towards tender fee , EMD as mentioned in N.I.T and Hard copy of all uploaded technical document in sealed cover (except financial bid) to the, e-Procurement Cell during the period & time as mentioned in the NIT failing which bid will not be accepted.** The details of cost of documents, EMD specified in the tender documents should be the same as submitted online (scanned copies) otherwise tender will summarily be rejected.
8. Uploaded documents of the successful bidder will be verified with the original before finalizing Tender/signing the agreement. The successful bidder has to provide the originals to the concerned authority.
9. The department will not be responsible for any delay in online submission due to any reason what so ever.
10. All required information for bid must be filled and submitted online.
11. Other details can be seen in the bidding documents.

B. Details of documents to be furnished for online bidding

1. **Scanned copies of the following documents to be up-loaded in .pdf format on the website <http://jharkhandtenders.gov.in>**
 - i. D.D. towards Tender fee.
 - ii. Duly pledged EMD
 - iii. Sale tax clearance certificate
 - iv. Financial Turnover of previous three Financial Years.

- v. Tools & Plants
 - vi. PAN Card
 - vii. Letter of Registration
 - viii. Income Tax clearance certificate
 - ix. Labour license
 - x. Character Certificate (if validity will be not mentioned then validity will be one year in the Character Certificate issued by Deputy Commissioner).
 - xi. A statement mentioning name of tendering firm/tenderer, official address, postal address, status of firm (whether Public Limited Company or Single Proprietary or Registered Partnership or Joint Concern or Proprietary concern), name of manager/proprietor/authorized agent.
 - xii. A statement mentioning name and value of work done in the last five years for a government department, semi government organization or local body. The single work value not less than 50% of the Tender Value.
 - xiii. Reference or testimonials from the Engineer-in-charge under whom the tenderer had worked regarding the manner or performance.
 - xiv. Condition if any
 - xv. Electrical License (Authorised sub-let if needed)
 - xvi. Bid Capacity
 - xvii. Ucan
2. Scanned Copies of the Certificates showing details of machineries owned or possessed on hire should be uploaded after converting the same to .pdf format.
 3. Scanned copy of certification of associated technical persons and scanned copy of affidavit of their mutual association.
 4. Affidavit stating bidder's agreement with the general rules, conditions of contract, special conditions of contract must be submitted with bid in pdf format. The bidder who disagrees on the conditions will not be eligible to participate in the tender.
 5. Affidavit regarding arranging other required equipment and personnel, laboratory etc. in the format appended with the bid document should be submitted in the pdf format.
 6. Duly filled in & Digitally signed BOQ.
 7. Uploaded documents of successful bidder will be verified with the original before finalizing Tender/signing the agreement. The successful bidder has to provide the originals to the concerned authority on receipt of such letter, which will be sent through registered post or delivered by hand.
 8. Each uploading shall be digitally signed by the bidders.

Executive Engineer,
Building Construction Department,
Building Division Hazaribagh

BOQ TEMPLATE FOR SCHEDULE ITEMS PART-A AND PART- B FOR NON SCHEDULE ITEMS

Tender Inviting Authority: [to be filled in by Procurement Officer]							
Name of Work: [to be filled in by Procurement Officer]							
Contract No: [to be filled in by Procurement Officer]							
Bidder Name :							
SCHEDULE OF WORKS							
Sl. No.	Description of work	No.or Qty.	Unit	Estimated Rate (in. Rs.) *	RATE In Figures To be entered by the Bidder		AMOUNT Rs. P
					Figures	Words	
1							
2							
3							
Total in Figures		0.00					
Total in Words		Rupees only					

Note : BOQ is available online on the website <http://jharkhandtenders.gov.in> . Bidder shall fill BOQ as per instruction given in addendum to Instructions to Bidders.

*** Column should be deleted while uploading for tender.**

Executive Engineer
Building Construction Department
Building Division Hazaribagh

(For F2 form of Contract)

Name of the work			
Tender Ref. No.			
Name of the Procurement Officer			
Sl.No.	Name and address of the successful bidder	Quoted Amount		Amount of Award of Work
		Part A	Part B	
1				
Sl.No.	Name and address of the un successful bidders	Reason for unsuccessful bid		
1				
2				
3				

Signature of the tender approving authority


Special Condition for Supplying, Installing, Executing, Commissioning etc of High Mast Lights in Welsh Cricket Stadium of Hazaribagh :-

1. Contractor should have tie up with Company/Contractor who has experience of installation of High Mast Lights.
2. Contractor will have to submit affidavit by himself & by the tied-up Contractor/Company regarding.

i) Tying up together

ii) To complete the work within the stipulated time period.

The Contractor or his tied up Sub-Contractor/Company should possess experience of Supply/Installation/Execution of work and should have executed similar nature of work for the minimum amount of 50% of work in any one financial year within previous three years in any State Government, Central Government or PSU.


19.10.19
Executive Engineer
BCD Building Division
Hazaribagh