



**JHARKHAND STATE BUILDING  
CONSTRUCTION CORPORATION LTD.,  
RANCHI**

**STANDARD BIDDING DOCUMENT  
PROCUREMENT OF  
CIVIL WORKS**

**COMPLETE BIDDING DOCUMENT**

**STANDARD BIDDING DOCUMENT**  
**PROCUREMENT OF**  
**CIVIL WORKS**

**Construction of Women's College, Baharagora  
in Baharagora of East Singhbhum district  
under Kolhan University, Chaibasa**

**COMPLETE BIDDING DOCUMENT**

**INVITATION FOR BID  
(IFB)**

**e-Procurement Cell**  
**JHARKHAND STATE BUILDING CONSTRUCTION CORPORATION LTD., RANCHI**  
**Very Short Term e-Procurement Notice**

Date-02.06.2026

Sl. No	Tender Reference No.	Work Name	Amount in (Rs)	Completion Time
1	JSBCCL/38/2026-27	Construction of Women's College, Baharagora in Baharagora of East Singhbhum district under Kolhan University, Chaibasa	36,47,05,466/-	21 Months
2	Date of Publication of Tender on Website		09-06-2026 at 11:00 AM	
3	Date of Pre Bid Meeting		12.06.2026 at 11:00 AM	
4	Venue of Pre Bid Meeting		J.S.B.C.C.L. Office, 3rd Floor	
5	Reply of queries of Pre Bid Meeting		15.06.2026 at 11:00 AM	
6	Start Date of Submission of Bids		09-06-2026 at 11:00 AM	
7	Last Date/Time of Submission of Bids		29-06-2026 at 05:00 PM	
8	Date/Time of opening of Bid		01-07-2026 at 05:00 PM	
9	Name & Address of office Inviting tender		e-Procurement Cell, Jharkhand State Building Construction Corporation Ltd., Ranchi.	
10	Helpline Number of e-procurement Cell		0651-2446259	
11	e-mail ID		jsbcccljharkhand@gmail.com	

**Note:- Cost of bidding document for a non-refundable fee & Bid Security (EMD) shall be payable online through**

**[http:// Jharkhandtenders.gov.in.](http://Jharkhandtenders.gov.in)**

Any change can be seen on Website **[http:// Jharkhandtenders.gov.in.](http:// Jharkhandtenders.gov.in)**

Any other information can be seen on **[http:// Jharkhandtenders.gov.in.](http:// Jharkhandtenders.gov.in)**

Nodal Officer  
e-Procurement Cell  
Jharkhand State Building Construction  
Corporation Ltd., Ranchi



**JHARKHAND STATE BUILDING CONSTRUCTION CORPORATION LTD., RANCHI****INVITATION FOR BIDS (IFB)****NATIONAL COMPETITIVE BIDDING**e -Tender Reference no. **JSBCCL/38/2026-27**

The undersigned, on behalf of the JSBCCL invites item rate bids for the work mentioned in table below through e-Procurement from eligible and approved Contractors, registered in appropriate class with Building Construction Department, Government of Jharkhand. Those contractors who are not registered with Building Construction Department, Government of Jharkhand are also permitted to take part in tender process. In such case the Contractor should be registered in any State Government/ Central Government/Public Sector Unit/undertaking in appropriate class in Building Construction. However such Contractors in the event of award of work will perform have to get registered with Building Construction Department, Government of Jharkhand within a period of (3)Three Months from date of Award of Contract. 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	Approximate value of work (Rs.)	Bid Security* (Rs.)	Cost of Document (Rs)	Period of Completion
1	2	3	4	5	6
1.	<b>Construction of Women s College, Baharagora in Baharagora of East Singhbhum district under Kolhan University, Chaibasa</b>	<b>36,47,05,929.00</b>	<b>36,48,000.00</b>	<b>10,000/-</b>	<b>21 Months</b>

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 technical bid
			From	To	
1	2	3	4	5	6
1	Nodal Officer	e-Procurement Cell, Jharkhand State Building Construction Corporation Ltd., Beside Jharkhand Mantralaya, Dhurwa, Ranchi-834004.	<b>09.06.2026 11:00 AM</b>	<b>29.06.2026 05:00 PM</b>	<b>01.07.2026 05:00 PM</b>

3. **Cost of bidding document (for a non-refundable fee) as indicated shall be payable online through <http://jharkhandtenders.gov.in> in adherence to the order issued vide Memo no-120 dated 03.10.2023 of Information Technology and e-Governance Department ,Govt of Jharkhand .**
4. **Bid must be accompanied by Bid Security of amount specified for the the work in the table payable online through <http://jharkhandtenders.gov.in> in adherence to the order issued vide Memo no-120 dated 03.10.2023 of Information Technology and e-Governance Department ,Govt of Jharkhand .**
5. **Only those Bids will be entertained whose Cost of bidding document and Bid Security shall be received Online on **01.07.2026** up to **05.00 P.M.**The **Nodal Officer**, e-Procurement Cell will not be held responsible for transaction failure due to any reason.**
6. Tenderer(s) shall upload Scanned copy in PDF format/Digitally Signed copy of his/her Valid DD, Bid Security, Credit Facility, TIN, PAN, Five Years Audited Turnover, (*Unique Document Identification Number (UDIN) has been made mandatory by ICAI from 1st July 2019 for all audit/Assurance/Attest Function. Hence Audited Turnover and Balance sheet containing UDIN no from Financial year 2019-20 is mandatory for bidders. Audited Turnover Summary must contain UDIN No.*), **26AS of Income Tax**, Character Certificate, Work Experience, Partnership Deed or Article of Association / Memorandum , Undertakings, Affidavits, E.P.F., GST, .....etc.
7. Bids shall be submitted online on the website <http://jharkhandtenders.gov.in>.
8. Uploaded documents of successful bidder will be verified with the original before signing the agreement. The successful bidder has to provide the originals to the concerned authority on receipt of such a letter, which will be sent though registered post or speed post or delivered by hand.
9. 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.
10. 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.
11. A pre-bid meeting will be held on **12.06.2026 at 11:00 AM**. in the office of. **Jharkhand State Building Construction Corporation Ltd., Beside Jharkhand Mantralaya, Dhurwa, Ranchi-834004.**  
to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 9.2 of the 'Instructions to Bidders' of the bidding document.\*\*
12. Other details can be seen in the bidding documents.

Signature of the Authorised Officer

\* Bid Security 1% of Bid Amount.

\*\* To be deleted for Project costing less than Rs 25 crores.

Note: Bid Security will be a fixed sum rounded off to the nearest one thousand Rupees.

**SECTION 1**  
**INSTRUCTIONS TO BIDDERS**  
**(ITB)**

## Section 1: Instructions to Bidders

### Table of Contents

	Page No.		Page No.
<b>A. General</b>		<b>D. Submission of Bids</b>	
1. Scope of Bid	10	19. Sealing and Marking of Bids	20
2. Source of Funds	10	20. Deadline for Submission of Bids	22
3. Eligible Bidders	10	21. Late Bids	22
4. Qualification of the Bidder	10	22. Modification and Withdrawal of Bids	22
5. One Bid per Bidder	16		
6. Cost of Bidding	16		
7. Site Visit	16		
<b>B. Bidding Documents</b>		<b>E. Bid Opening and Evaluation</b>	
8. Content of Bidding Documents	16	23. Bid Opening	23
9. Clarification of Bidding Documents	17	24. Process to be Confidential	24
10. Amendment of Bidding Documents	17	25. Clarification of Financial Bids	24
		26. Examination of Bids and Determination of Responsiveness	24
		27. Correction of Errors	24
		28. Deleted	25
		29. Evaluation and Comparison of Financial Bids	25
		30. Deleted	25
<b>C. Preparation of Bids</b>		<b>F. Award of Contract</b>	
11. Language of Bid	18	31. Award Criteria	25
12. Documents Comprising the Bid	18	32. Employer's right to Accept any Bid and to reject any or	26
13. Bid Prices all Bids	18	33. Notification of Award and Signing of Agreement	26
14. Currencies of Bid and Payment	18		
15. Bid Validity	19	34. Performance Security	26
16. Bid Security	19	35. Advance Payment and Security	27
17. Alternative Proposals by Bidders	20	36. Deleted	27
18. Format and Signing of Bid	20	37. Corrupt or Fraudulent Practices	27

## **A. GENERAL**

### **1. Scope of Bid**

- 1.1 The Employer (named in appendix to ITB) invites bids for the construction of works (as defined in these documents and referred to as “the works”) detailed in the table given in IFB. The bidders may submit bids for any or all of the works detailed in the table given in IFB.
- 1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.
- 1.3 Throughout these bidding documents, the terms ‘bid’ and ‘tender’ and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.

### **2. Source of Funds**

The expenditure on this project will be met from the budget of Govt. of Jharkhand.

#### **Eligible Bidders**

- 3.1. This invitation for Bids is open to all bidders.
- 3.2. All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.

### **4. Qualification of the Bidder**

- 4.1. All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary. The proposed methodology should include programme of construction backed with equipment planning and deployment duly supported with broad calculations and quality assurance procedures proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion.
- 4.2 \* In the event that Pre-qualification of potential bidders has been undertaken, only bids from pre-qualified bidders will be considered for award of Contract. These qualified bidders should submit with their bids any information updating their original prequalification applications or alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of date of bid submission. The update or confirmation should be provided in section 2. A copy of the original prequalification application and the letter of prequalification should also be furnished. With the updated information, the bidder must continue to be qualified in accordance with the criteria laid down in the prequalification document. All bidders shall also furnish the following information in Section 2.

---

\* Delete , if Post-qualification is to be carried out.

- (i) Evidence of access to or availability of credit facilities (minimum 20% of Estimated Cost) certified by the bankers.
- (ii) Undertaking that bidder would be able to invest a minimum of cost upto 25% of the contract value of work, during implementation of contract.
- (iii) Proposals, if any, for subcontracting of elements of work, costing more than 10% of the bid amount.
- (iv) Power of attorney.

4.3\* If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section 2:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of construction work performed for each of the last five years.
- (c) experience in works of a similar nature and size for each of the last five years, and details of works underway or contractually committed; and clients who may be contacted for further information on these contracts;
- (d) major items of construction equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personal proposed for Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
  - (i) *(Unique Document Identification Number (UDIN) has been made mandatory by ICAI from 1st July 2019 for all audit/Assurance/Attest Function. Hence Audited Turnover and Balance sheet containing UDIN no from Financial year 2019-20 is mandatory for bidders. Audited Turnover Summary must contain UDIN No.)*
  - (ii) **26AS of Income Tax,**
- (g) evidence of access to line (s) of credit and availability of other financial resources facilities (10% of contract value), certified by the Bankers(not more than 3 months old)
- (h) Undertaking that the bidder will be able to invest a minimum cash upto 25% of contract value of work, during implementation of work.
- (i) authority to seek references from the Bidders's bankers;
- (j) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;

---

\* Delete , if pre-qualification is to be carried out.

- (k) proposals for subcontracting components of the works amounting to more than 10 percent of the Bid Price (for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed); **and for all specialized nature of work & new engineering methodology work irrespective of the amount.**
- (l) the proposed methodology and programme of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones (for all contracts over Rs.2.5 Crore).

4.4 Bids from Joint ventures are not acceptable.\*

Or

Bids from pre-qualified firms or pre-qualified joint-ventures only will be acceptable\*\*

4.4.1 Joint Venture partners would be limited to three (including the lead partner)

4.4.2 One of the partners, who is responsible for performing a key in contract (lead partner of the JV) management or is executing a major component of the proposed contract, shall be nominated as being in charge during Bidding periods and in the event of successful Bid, during contract execution. The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of the partner(s) of the Joint Venture. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all partners.

4.4.3 All the partners of Joint Ventures shall be, jointly and severally liable, during the Bidding process and for the execution of the contract in accordance with the contract terms, and a statement of this affect shall be included in the authorization. The Bid shall be signed so as to legally bind all the partners, jointly and severally.

Bid security and performance guarantee, as required, will be furnished by the lead partner and Joint Venture partner(s) out of their accounts in proportion to their participation in Joint Venture.

4.4.4. Qualifying criteria for Joint Venture

Joint Venture must comply with the following requirements:-

- (a) The Joint Venture must satisfy collectively the criteria for this purpose the following data of each member of the Joint Venture may be added together to meet the collective qualifying criteria.
  - (i) Annual Turn over (Cl. 4.5 (A) (a) of ITB)
  - (ii) Particular Construction Experience. (Cl. 4.5 (A) (b) of ITB)
  - (iii) Personal Capabilities. (Annexure II)

- (iv) Equipment Capabilities. (Annexure I)
- v) Financial Capabilities [Cl.4.3(g) & Cl.4.3(h) of ITB]

---

*\* To be deleted for projects costing Rs 20 Crores or more*

*\*\* To be deleted for projects costing less than Rs 50 Crores*

(b) The Lead partner shall meet the following qualifying criteria in proportion to the partnership in JV but not less than 50%.

(i) Annual Turnover. (Cl. 4.5 (A) (a) of ITB)

(ii) Particular Construction Experience. (Cl. 4.5 (A) (b) of ITB)

(iii) Financial Capabilities. [Cl. 4.3 (g) & 4.3 (h) of ITB]

(c) Other partner shall meet the following qualifying criteria in proportion to the partnership in JV but not less than 25%.

(i) Annual Turnover. (Cl. 4.5 (A) (a) of ITB)

(ii) Particular Construction Experience. (Cl. 4.5 (A) (b) of ITB)

(iii) Financial Capabilities. [Cl. 4.3 (g) & 4.3 (h) of ITB]

4.4.5 A copy of the Joint Venture Agreement (JVA) entered into the between the partner shall be submitted with the application. Alternatively, a letter of Intent to execute a JVA in the event of successful Bid shall be signed by all partner(s) and submitted with the application together with a copy of the proposed agreement. The JVA shall include among other things a Joint Venture's objectives and proposed management structure, the contribution of each partner to the Joint Venture operation, the commitment of the partner to Joint Venture in the event of the default or withdrawal of any partner an arrangement for providing the required indemnities:

(i) Stepping into the shoes of the existing partner(s) of JV with all liabilities of the existing partners from the beginning of the contract.

(ii) With the prior approval of the employer.

(iii) Notwithstanding demarcation or allotment of work between two JV partner(s), JV shall be liable for non-performance of the whole contract irrespective of their demarcation or shared of work.

In case of successful Bid being accepted by employer the payments under the contract will only be made to the JV not to the individual partner(s).

4.4.6 Joint Venture Agreement shall contain a Clause to the effect that theirshall be a separate JV Bank Account (distinct from the Bank Account of the individual partners) to which the individual partner shall contribute their share / or working capital.

Joint Venture Agreement shall also contain a Clause to the effect that the financial obligations of the JV shall be discharged through the said JV Bank Account only and also all the payments received or paid by the employer by the JV shall be through that Account alone.



Bids from pre-qualified firms or pre-qualified joint-ventures only will be acceptable\*\*

4.5 A. To qualify for award of the contract, each bidder in its name **must** have in the last five years as referred to in Appendix.

- (a) achieved a minimum annual financial turnover (in all classes of civil engineering construction works only) amount indicated in Appendix in any one year (usually not less than one and a half times the estimated cost of the project);
- (b) satisfactorily completed (not less than 90% of contract value), as a prime contractor (or as a nominated subcontractor, where the subcontract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied) at least :-

**(I) for contract value upto 50 crores:-**

- (i) Three similar works each of value not less than **Rs.9,11,76,482.00** (50% of 50% of estimated value of contract) or
- (ii) Two similar works each of value not less than **Rs.10,94,11,778.00** (60% of 50% of estimated value of contract) or
- (iii) One similar work each of value not less than **Rs.16,41,17,668.00** (90% of 50% of estimated value of contract) in the last five years);

**(II) For contract value more than 50 crores:-**

Two similar works of value not less than the amount indicated in the appendix (usually not less than 50% of the estimated value of the contract) in the last five years.

- (c) Executed in **any one year**, the minimum quantities of the following items of work as indicated in Appendix.

- Cement concrete (including RCC and PCC)	<b>3275.00 Cum</b>
- Earthwork in excavation	<b>2988.00 Cum</b>
- Brick work	<b>1668.00 Cum</b>
- .....	cum

(usually 50% of the estimated quantity)

- \* (d) The contractor or his identified sub-contractor should possess required valid electrical license for executing the building electrification works and should have executed similar electrical works for a minimum amount as indicated in Appendix in any one work.
- \* (e) The contractor or his identified sub-contractor should possess required valid license for executing the water supply/sanitary engineering works and should have executed similar water supply/sanitary engineering works for a minimum amount as indicated in Appendix in any one work.
- \* (f) If the work involves Specialized nature of work/ new type of Engineering methodology, the contractor or his identified sub-contractor or Experienced Vendor of that particular field shall produce Experience Certificate for executing the similar nature of work for the minimum amount as indicated in Appendix in any one work.

**4.5. B. Each bidder should further demonstrate**

- (a) availability (either owned or leased or by procurement against mobilization advances) of the following key and critical equipment for this work:

**NOTE:** (To be indicated for bids valued over Rs. 2.5 Crore) Based on the studies, carried out by the Engineer the minimum suggested Major equipment to attain the completion of works in accordance with the prescribed construction schedule are shown in the **Annexure-I**

The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations (detailed) as stated in clause 4.3(C) above to allow the employer to review their proposals. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.

- (b) Availability for this work of personnel with adequate experience as required; as per **Annexure-II**.
- (c) Liquid assets and/or availability of credit facilities of no less than amount indicated in Appendix (credit lines/letter of credit/certificates from Banks for meeting the funds requirements etc.- usually the equivalent of the estimated cash flow for 3 months in peak construction period.)
- C. To qualify for a package of contracts made up of this and other contracts for which bids are invited in the IFB**, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

---

*\* Delete, if not applicable.*

- 4.6 Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.5(A) above.
- 4.7. Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

**Assessed Available Bid capacity = (A\*N\*2-B)**

where

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the year indicated in Appendix) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited.

B = Value (updated to the price level of the year indicated in Appendix) of existing commitments and on-going works to be completed during the next **21/12 Years** (period of completion of the works for which bids are invited)

**Note:** The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the **Engineer in Charge/ Executive Engineer/Employer**.

- 4.8. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have :
- made misleading or false representations in the forms, statements and attachments in proof of the qualification requirements; and/or
  - record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
  - participated in the previous bidding for the same work and had quoted unreasonable bid prices(**too High or too Low**) and could not furnish rational justification to the employer.

## **5. One Bid per Bidder**

- 5.1. Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

## **6. Cost of Bidding**

- 6.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

## **7. Site Visit**

- 7.1. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

## B. BIDDING DOCUMENTS

### 8. Content of Bidding Documents

- 8.1. The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10:

Section	Particulars	Volume No.
	Invitation for Bids	I
1	Instruction to Bidders	
2	Qualification Information, and other forms	
3	Conditions of contract	
4	Contract Data	
5	Technical Specifications	II
6	Form of bid	III
7	Bill of Quantities	
8	Securities and other forms	
9	Drawings	IV
10	Documents to be furnished by bidder	V

- 8.2. Each of the Volumes I, II, III, IV will be available online on website <http://jharkhandtenders.gov.in> for bidder(s). Documents to be submitted by the bidder(s) in compliance to section 2 will be prepared by him and submitted online as per instruction given in addendum to ITB.
- 8.3. The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 26 hereof, bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

### 9. Clarification of Bidding Documents

- 9.1. A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex, facsimile **and email**) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification which he received earlier than 15 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

#### 9.2 Pre-bid meeting

- 9.2.1. In case of projects of more than 25 crores the bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in appendix.
- 9.2.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

- 9.2.3 The bidder is requested to submit any questions in writing or by cable (**cable as defined in 9.1**) to reach the Employer not later than one week before the meeting.
- 9.2.4. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.
- 9.2.5. Non-attendance at the pre-bid meeting will not be a clause for disqualification of a bidder.

## **10. Amendment of Bidding Documents**

- 10.1. Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 10.2. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing or by cable to the Employer. The Employer will assume no responsibility for postal delays.
- 10.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

## **C. PREPARATION OF BIDS**

### **11. Language of the Bid**

- 11.1. All documents relating to the bid shall be in the English language.

### **12. Documents Comprising the Bid**

The bid to be submitted by:

- 12.1. The bid shall be submitted by the bidder online as per instruction contained in addendum to ITB.
- 12.2. The bidder shall submit bid online.
- 12.3. Following documents, which are not submitted with the bid, will be deemed to be part of the bid.

Section	Particulars	Volume No.
	Invitation for Bids(IFB)	Volume I
1	Instruction to Bidders	
3	Conditions of Contract	
4	Contract Data	
5	Specifications	Volume II
8	Drawings	Volume IV

### 13. Bid Prices

- 13.1. The contract shall be for the whole works as described in Sub-Clause 1.1. based on the priced Bill of Quantities submitted by the Bidder.
- 13.2. The bidder shall fill in rates in figures only as the rate in words will be generated automatically in the BOQ template. Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 13.3. All duties, taxes, and other levels payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder, subject to decision taken by GST council the rate may be revised at the time of payment accordingly.
- 13.4.\* The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account (For contracts upto 12 months period.)

**OR**

- 13.4\* The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of **Clause 47** of the Conditions of Contract (For contracts more than 12 months period).

### 14. Currencies of Bid and Payment

- 14.1. The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payment shall be made in Indian Rupees.

### 15. Bid Validity

- 15.1. Bids shall remain valid for a period not less than 120 days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to clause 12.1 (v) and the Form of Bid submitted by the bidder, the latter shall be deemed to stand corrected in accordance with the former and the bidder has to provide for any additional security that is required.
- 15.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 16 in all respects.

---

*\* Choose one and delete the other*

- 15.3 Bid evaluation will be based on the bid prices without taking into consideration the above correction.

## **16. Bid Security**

- 16.1. The Bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in column 4 of the table of IFB for this particular work. This bid security shall be in favour of Employer as named in Appendix and may be in one of the following forms:
- a. Receipt in challan of cash deposit in the Govt. Treasury in India.
  - b. Deposit-at-call receipt from any of the Scheduled Bank situated **within the territory of India**.
  - c. Indian Post Office/**Fixed Deposit**/National Savings Certificates duly endorsed by the competent Postal Authority in India.
  - d. Bank Guarantee from any Scheduled Indian Bank from any of the branches of Scheduled Bank situated within the territory of India in the format given in Section 8.
  - e. Fixed deposit receipt, a certified cheque or an irrevocable letter of credit, issued by any scheduled Indian Bank approved by the Reserve Bank of India.

**(payable online through <http://jharkhandtenders.gov.in>)**

- 16.2. Bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 45 days beyond the validity of the bid.

**(payable online through <http://jharkhandtenders.gov.in>)**

- 16.3. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 and 16.2 above shall be rejected by the Employer as non-responsive.

**(payable online through <http://jharkhandtenders.gov.in>)**

- 16.4. The Bid security of unsuccessful bidders will be returned within 28 days of the end validity period specified in sub-Clause 15.1.
- 16.5. The Bid security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.
- 16.6. The Bid security may be forfeited
- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
  - (b) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 27; or
  - (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
    - (i) sign the Agreement; or
    - (ii) furnish the required Performance Security.

## **17. Alternative proposals by Bidders**

- 17.1. Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract (including mobilization advance or time for completion), basic technical design as indicated in the drawing and specifications. Conditional offer or alternative offers will not be considered further in the process of tender evaluation.

## **18. Format and Signing of Bid**

- 18.1 The bidder shall submit the bids as per addendum to instruction to bidder.
- 18.2. Instruction to Bidders (for SBD contract) to be followed. Bids submitted online has to be digitally signed by the bidder.
- 18.3 Bidders shall follow the Method of submission of bid as mentioned in Instruction to Bidders(for SBD contract)

## **D. SUBMISSION OF BIDS**

### **19. (A) Instructions & documents to be furnished for online bidding**

- 19.1 Guidelines for online submission of bids can be downloaded from the website <http://jharkhandtenders.gov.in>
- 19.2 Interested bidders can download the bid from the website <http://jharkhandtenders.gov.in>
- 19.3 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.
- 19.4 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.
- 19.5 Bids will be opened online as per time schedule mentioned in the Invitation for Bids (IFB).
- 19.6 Bidders should be ready with the scanned copies of cost of documents & bid security as specified in the tender document. Before submission of bids online, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
- 19.7 Bidders have to produce original Demand Draft towards cost of Bid Document & bid security as mentioned in the Invitation for Bids (IFB) to the **Nodal Officer**, e-Procurement Cell during the period & time as mentioned in the I.F.B. failing which bid will not be accepted. The details of cost of documents, bid security specified in the tender documents should be the same as submitted online (scanned copies), otherwise bid will summarily be rejected.



- 19.8 Uploaded documents of successful bidder will be verified with the original before signing the agreement. The successful bidder has to provide the originals to the concerned authority.
- 19.9 The department will not be responsible for delay in online submission of bids due to any reason, what so ever.
- 19.10 All required information for bid must be filled and submitted online.
- 19.11 Other details can be seen in the bidding documents.
- 19.12 Only online withdrawal or modification of bids, if any, in pursuance of relevant clauses of the SBD is acceptable.

**19. (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> in technical bid folder.**
  - i. D.D. towards cost of Bid Document.
  - ii. Bid security in the form specified in Section-8 of SBD.
  - iii. Qualification information and supporting documents as specified in Section-2 of SBD.
  - iv. Certificates, undertakings, affidavits as specified in Section-2.
  - v. Any other information pursuant to Clause-4.2 of ITB.
  - vi. Undertakings that the bid shall remain valid for the period specified in Clause-15.1 of ITB.
- 2. **Scanned copies of the following documents to be up-loaded on the website <http://jharkhandtenders.gov.in> in financial bid folder.**
  - i. Form of bid has specified in Section-6 in pdf format.
- 3. Duly filled in &digitally signed BOQ.
- 4. Uploaded documents of successful bidder will be verified with the original before signing the agreement. The successful bidder has to provide the originals to the concerned authority on receipt of such a letter, which will be sent though registered post or speed post or delivered by hand.
- 5. Each uploading shall be digitally signed by the bidders.

**20. Deadline for Submission of the Bids**

- 20.1. Bidders shall follow the Method of submission of bid as mentioned in Instruction to Bidders( for SBD contract)
- 20.2. The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

**21. Late Bids**

- 21.1. Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned to the bidder.

**22. Modification and Withdrawal of Bids**

- 22.1. Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 20 or pursuant to Clause 23.
- 22.2. Bidders shall follow the Method of submission modification & withdrawal of bid as mentioned in Instruction to Bidders( for SBD contract)
- 22.3. No bid may be modified after the deadline for submission of Bids except in pursuance of Clause 23.
- 22.4. Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to clause 15.2 may result in the forfeiture of the Bid security pursuant to Clause 16.

## **E. BID OPENING AND EVALUATION**

### **23. Bid Opening**

- 23.1 The Employer will open all the Bids submitted online including modification made pursuant to Clause 22, in the manner specified in Clause 20 and 23.3. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day. A notice for the same shall be posted on the website.
- 23.2. Withdrawn bids shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to clause 22 shall not be opened.
- 23.3 “Technical bid” shall be opened first. The amount, form and validity of the bid security furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the Invitation for Bid (ref. Column 4 and paragraph 3), and has not been furnished in the form specified in Clause 16, the said bid shall not be opened/ processed further.
- 23.4.(i) Subject to confirmation of the bid security by the issuing bank, the bids accompanied with valid security will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part I of the bid pursuant to clause 12.1.
- (ii) After receipt of confirmation of the bid security, the bidder will be asked in writing/e-mail (usually within 10 days of opening of the Technical Bid) to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects.
- (iii) The bidders will respond by e-mail in not more than 7 days of issue of the clarification letter, which will also indicate the date, time and venue of opening of the Financial Bid (usually on the 21st day of opening of the Technical bid)
- (iv) Immediately (usually within 3 or 4 days), on receipt of these clarifications the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.
- 23.5. If, as a consequence of the modifications carried out by the bidder in response to sub-clause 23.4, the bidders desire to modify their financial bid, they will submit the modification online before the opening of the financial bid as intimated in the clarification letter (refer sub-clause 23.4).
- 23.6. At the time of opening of “Financial Bid”, the names of the bidders found responsive in accordance with Clause 23.4(iv) will be announced. The bids of only these bidders will be opened. The remaining bids will remain unopened. The responsive Bidders’ names, the bid prices, the total amount of each bid, any discounts, Bid Modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any Bid price or discount, which is not read out and recorded, will not be taken into account in Bid Evaluation.
- 23.7. In case bids are invited in more than one package, the order for opening of the “Financial Bid” shall be that in which they appear in the “Invitation for Bid”.
- 23.8. The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-clause 23.6.

## **24. Process to be Confidential**

- 24.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

## **25. Clarification of Financial Bids**

- 25.1. To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27.
- 25.2. Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 25.3. Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

## **26. Examination of Bids and Determination of Responsiveness**

- 26.1. During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications, and drawings.
- 26.2. A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 26.3. If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

## **27. Correction of Errors**

- 27.1. "Financial Bids" determined to be substantially responsive will be checked by the Employer for any arithmetical errors. Errors will be corrected by the Employer as follows:
- (a) where there is a discrepancy between the rates in figures and in word, the rate in words will govern; and
  - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 27.2. The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:

- (a) If the Bid price increases as a result of these corrections, the amount as stated in the bid will be the 'bid price' and the increase will be treated as rebate;
- (b) If the bid price decrease as a result of the corrections, the decreased amount will be treated as the 'bid price'. Such adjusted bid price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub-clause 16.6(b)

**28. Deleted.**

**29. Evaluation and Comparison of Financial Bids**

- 29.1. The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 26.2.
- 29.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
  - (a) making any corrections for errors pursuant to clause 27; or
  - (b) making an appropriate adjustments for any other acceptable variations, deviations; and
  - (c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 23.6
- 29.3 The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.
- 29.4 The estimated effect of the price adjustment conditions under Clause 47 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.
- 29.5 If the Bid on the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the employer may require that the amount of the performance security set forth in clause 34 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 29.6 A bid which contains several items in the Bill of Quantities which are unrealistically priced low and which cannot be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

**30. Deleted.**

**F. AWARD OF CONTRACT**

**31. Award of Criteria**

- 31.1. Subject to Clause 30, the Employer will award the Contract to the Bidder whose Bid has been determined
  - (i) to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid Price; and

- (ii) to be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration. In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The contract will in such cases be awarded to the next lowest bidder at his evaluated bid price.
- 32. Employer's Right to Accept or Reject any Bid or all Bids along with blacklisting for concealing any fact. Incase the Bidder (By itself or in a Consortium or JV) is found to have been debarred or blacklisted by Union Government or any State Government or any Undertaking /PSU of the Union Government or any State Government.**
- 32.1. Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.
- 32.2 Bidder would give an undertaking mentioning all the ongoing projects in detail. If it is found that any bidder has not mentioned even one ongoing project the bid will be rejected, if due to this the Bid capacity gets manipulated.
- 32.3** After Award of contract, if the Bidder/**Consultant** is found to have concealed any fact relevant to projects, the employer may blacklist the Bidder/**Consultant** or Bidders/**Consultants** within 180 days, with due process as -
- i) **1 Year Blacklisting for the Project Cost upto Rs. 2.50 Crore.**
  - ii) 3 Years Blacklisting for the Project Cost Rs. 2.50 Crore to Rs. 10.00 Crore
  - iii) 5 Years Blacklisting for the Project Cost above Rs. 10.00 Crore to Rs. 100.00 Crore
  - iv) 10 Years Blacklisting for the Project Cost above Rs. 100.00 Crore
- 32.3 A. For the consideration of liability against any Bidder or Consultant as the case may be, the value of the Agreement with/the Work Order issued to the concerned bidder or consultant shall be taken into account.**
- 33. Notification of Award and Signing of Agreement**
- 33.1. The Bidder whose Bid has been accepted will be notified of the award by the employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the contractor in consideration of the execution, completion, and maintenance of the Works by the contractor as prescribed by the contract (hereinafter and in the contract called the "Contract Price").
- 33.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 34.
- 33.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder, within 28 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.
- 33.4. Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

### **34. Performance Security**

- 34.1. Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance security in any of the forms given below for an amount equivalent to 2% of the Contract price plus additional security for unbalanced Bids in accordance with clause 29.5 of ITB and Clause 52 of Conditions of Contract:

A bank guarantee from any of the branches of Scheduled Bank situated within **territory of India** in the form given in Section 8; or Certified Cheque/Bank Draft as indicated in Appendix.

- 34.2. If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued from any of the branches of Scheduled Bank situated within **territory of India**.
- 34.3. Failure of the successful Bidder to comply with the requirements of Sub-Clause 32.1 shall constitute grounds for cancellation of the award and forfeiture of the Bid Security.

### **35. Advance Payment and Security**

- 35.1. The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Contract Data.

### **36. Deleted.**

### **37. Corrupt or Fraudulent Practices**

- 37.1. The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with National Highways Authority of India/State PWD and any other agencies, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.
- 37.2. Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 23.2 and Sub-Clause 59.2 of the Conditions of Contract.

1. Name of the Employer is **Jharkhand State Building Construction Corporation Ltd., Ranchi.** [C1. 1.1]
2. The last five years  
  

**2021- 2022**  
**2022-2023**  
**2023-2024**  
**2024-2025**  
**2025-2026**
3. This annual financial turn over amount is **Rs. 54,70,58,893.00** [C1.4.5A(a)]  
**(Rupees Fifty Four Crore Seventy Lacs Fifty Eight Thousand Eight Hundred Ninety Three Only)**
4. 50% of work Value is **Rs.....** [C1.4.5A(b)]
5. Quantities of work are : [C1.4.5A(c)]  

Cement Concrete	<b>3275.00 Cum</b>
Earth Work	<b>2988.00 Cum</b>
Brick Work	<b>1668.00 Cum</b>
6. The cost of electric work is **Rs.91,86,844.00** [C1.4.5A(d)]  
**(Rupees Ninety One Lacs Eighty Six Thousand Eight Hundred Forty Four Only)**
7. The cost of water supply/sanitary works is **Rs. 31,93,118.00** [C1.4.5A(e)]  
**(Rupees Thirty One Lacs Ninety Three Thousand One Hundred Eighteen Only)**
8. The Cost of Specialized Work [C1. 4.5A(f)]  
**(i)Fire Fighting Work:-Rs.31, 92,403.00**  
**(ii)Furniture Work:-Rs.2, 49, 39,306.00**
9. Liquid assets and/or availability of credit facilities is **Rs. 7,29,41,186.00** [C1.4.5B(c)]  
**(Rupees Seven Crore Twenty Nine Lacs Forty One Thousand One Hundred Eighty Six Only)**  
**(Refer Page No. 38 of SBD for Sample Format)**
10. Price level of the financial year **2025-26** [C1. 4.7]
11. \* The pre-bid meeting will take place at **. Jharkhand State Building Construction Corporation Ltd** [C1.9.2.1]  
(Address of the venue) on **17.06.2025 at 11:00 AM** time and date)
12. The Technical bid will be opened at **Jharkhand State Building Construction Corporation Ltd., Ranchi.**  
**02.07.2025 at 05:00 PM**(Date,Time). [C1 .23.1.]



13. Address of the Employer- **Jharkhand State Building Construction Corporation Ltd., Ranchi.**

14. Identification: [C1. 19.2(b)]

Bid for:- **Construction of Women's College, Baharagora in  
Baharagora of East Singhbhum district under Kolhan University, Chaibasa**  
(Name of Contract)

Bid reference No. **JSBCCL/38/2026-27** (insert number)

Do not open before **02.07.2025 at 05:00 PM** (time and date)

15. The bid should be submitted online latest **by 01.07.2025 upto 05:00 PM** (date and time)  
[C1. 20.1(a)]

16. The bid will be opened at **e-Procurement cell, Jharkhand State Building Construction  
Corporation Ltd., Ranchi** on **02.07.2025 at 05:00 PM** (Date,Time). [C1.23.1]

17. The Bank draft in favour of **Jharkhand State Building Construction Corporation Ltd., Ranchi,**  
Payable at - **Ranchi** [C1.34.1]

***Cost of bidding document (non refundable) & Bid Security shall be payable online through <http://Jharkhandtenders.gov.in>.***

18. Escalation factors (for the cost of works executed and financial figure to a common base value for works completed)

<u>Years before</u>	<u>Multiply factor</u>
One	1.1
Two	1.21
Three	1.33
Four	1.46
Five	1.61

## ANNEXURE-I

### List of Key Plant & Equipment to be deployed on Contract work [Reference C1. 4.5 (B) (a)]

Sl. No.	Type of Equipment	Maximum age as on 01.01.2026 (Years)	Equipment required min
1	Dozer	5	.....
2	Front and Loader	5	.....
3	Smooth Wheeled Roller	5	.....
4	Vibratory Roller	5	.....
5.	Water Tanker	5	04 Nos.
6.	Concrete Mixes with Integral Weigh Batching facility	5	01 Nos.
7.	Concrete Batching and Mixing Plant (Minimum Capacity – 15 m <sup>3</sup> /hour)	5	.....
8.	Transit mixture	5	.....
9.	Acrow Truss	5	.....
10.	Steel Propping	5	.....
11.	Tower Crane	5	.....
12.	Concrete pump	5	.....
13.	Builder Hoist	5	01 Nos.
14.	Excavator	5	01 Nos.
16.	Tipper or Truck (or 2 times Tractor)	5	02 Nos.
17.	Generator	5	02 Nos.
18.	Bar Cutting Machine	5	02 Nos.
19.	Bar Bending Machine	5	02 Nos.
20.	Welding Machine	5	02 Nos.
21.	Plate Compactor	5	02 Nos.
22.	Vibrator (Needle)	5	04 Nos.
23.	Vibrator ( Surface)	5	04 Nos.
24.	Concrete Mixer Machine	5	04 Nos.
25.	Steel Plate with fitting	5	7000 sqft.
26.	Staging Pipe (Acrow) with fitting	5	4000 Nos.

## ANNEXURE-II

### List of Key Personal to be deployed on Contract Work[Reference C1.4.5 (B) (b)]

Sl. No.	Personnel	Qualification	Contract Package Size
1.	Project Manager	B.E. Civil + 15 Years Exp. (5 years as Manager)	01 NO.
2.	Site Engineer	B.E. Civil + 10 Years Exp. (5 years in Building Construction)	01 NO
3.	Quantity Surveyor	B.E. Civil + 7Years Exp. Or Dip. Civil + 10 years Exp.	01 NO.
4.	Soil & Material Engineer / Quality Control Eng.	B.E. Civil + 10 Years Exp.	01 NO
5.	Architect	B.E. Civil + 5Years Exp. Or Dip. Civil + 8 years Exp.Or Architect +5 Years Experience	01 NO
6.	Electrical engineer	BE (Electrical) + 5 years experience. or Dipl. Electrical 10 Years	01 No.
	<b>Total</b>		<b>06 Nos.</b>

## SECTION 2

### **QUALIFICATION INFORMATION**

## **QUALIFICATION INFORMATION**

The information to be filled in by the bidder in the following pages will be used for purposes of post qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract.

**1. For Individual Bidders**

**1.1. Constitution or legal status of Bidder**

**[Attach copy]**

Place of registration: \_\_\_\_\_

Principal place of business: \_\_\_\_\_

Power of attorney of signatory of Bid

**[Attach]**

**1.2. Total value of Civil Engineering construction work performed in the last five years\*\*  
(in Rs. Million)**

**2021-2022**

**2022-2023**

**2023-2024**

**2024-2025**

**2025-2026**

**1.3.1. Work performed as prime contractor, work performed in the past as a nominated sub-contractor will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature over the last five years.\*\***

Project Name	Name of the Employer*	Description of work	Contract No.	Value of Contract (Rs Crore)	Date of issue of work order	Stipulated Period of completion	Actual date of completion*	Remarks Explaining Reasons for delay & work Completed

\* Attach certificate(s) from the Engineer(s)-in-Charge/EE/Employer

\*\* Immediately preceding the financial year in which bids are received.

β Attach certificate from Chartered Accountant.

#1.3.2. Quantities of work executed as prime contractor, work performed in the past as a nominated sub-contractor, will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name and style) in the last five years:\*\*

Year	Name of the work	Name of the Employer*	Quantity of work performed (cum) @ Remarks		Remarks* (indicate contract Ref)
			Cement Concrete (including RCC & PCC)	Earth Works	
2021-2022					
2022-2023					
2023-2024					
2024-2025					
2025-2026					

1.4 Information on Bid capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works:

Description of works	Place & State	Contract No.	Name & Address of Employer	Value of Contract (Rs Cr)	Stipulated Period of Completion	Value of Works* remaining To be completed (Rs Cr)	Anticipated date of completion
1	2	3	4	5	6	7	8

\* Attach certificate(s) from the Engineer(s)-in-Charge/EE/Employer

@ the item of work for which data is requested should tally with that specified in ITB clause 4.5 A(c).

\*\* immediately preceding the financial year in which bids are received .

# Delete, if prequalification has been carried out

**(B)** Works for which bids already submitted:

Description Of work	Place & State	Name & Address of Employer	Estimated value of works (Rs Cr)	Stipulated period of completion	Date when decision is expected	Remarks If any
1	2	3	4	5	6	7

1.5 Availability of key items of Contractor's Equipment essential for carrying out the Works [ref. Clause 4.5(B)(a). The Bidder should list all the information requested below. Refer also to Sub Clause 4.3(d) of the Instructions to Bidders.

Item of Equipment	Requirement		Availability Proposals			Remarks (from whom to be purchased)
	No.	Capacity	Owned/Leased to be procured	Nos./Capacity	Age/ Condition	

1.6 Qualifications and experience of key personnel required for administration and execution of the Contract [Ref. Clause 4.5(B)(b)]. Attach biographical data. Refer also to sub Clause 4.3 (e) of instructions to Bidders and Sub Clause 9.1 of the Conditions of Contract.

Position	Name	Qualification	Year of Experience (General)	Years of experience in the Proposed position
Project manager				
Etc.				

1.7. Proposed sub-contracts and firms involved. [Refer ITB Clause 4.3(k)]

Sanctions of the works	Value of Sub-contract	Sub-contractor (Name & Address)	Experience in similar Work

Attach copies of certificates on possession of valid license for executing water supply/sanitary work/building electrification/Road work/Specialized or New Technical works [Reference Clause 4.5(d), Clause 4.5(e), Clause 4.5A(f) & Clause 4.5A(g)]

\*1.8. Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporation), etc. List them below and attach copies.

1.9. Evidence of access to financial resources to meet the qualification requirements:  
Cash in hand, lines of credit, etc. List them below and attach copies of support documents.

1.10. Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.



1.11. Information on litigation history in which the Bidder is involved.

Other Party(ies)	Employer	Cause of Dispute	Amount involved	Remarks showing Present Status

1.12. Statement of compliance under the requirements of Sub Clause 3.2 of the instructions to Bidders.  
(Name of Consultant engaged for project preparation is \*\* .....)

---

---

1.13. Proposed work methods and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents. [Refer ITB Clause 4.1 & 4.3 (1)]

1.14. Programme.

1.15. Quality Assurance Programme.

**2. Additional Requirements.**

2.1. Bidders should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the Bidders, if applicable.

(i) Affidavit

(ii) Undertaking

\*\*\* (iii) Update of original pre qualification application

\*\*\* (iv) Copy of original pre qualification application

\*\*\* (v) Copy of pre qualification letter

(vi) Copy of letter of association in the form of agreement with subcontractor for the work defined or for any specialize/ new engineering methodology work.

---

\* Delete, if pre qualification has been carried out

\*\* Fill the Name of Consultant.

\*\*\* Delete, if pre qualification has not been carried out.

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR  
AVAILABILITY OF CREDIT FACILITIES**

(Clause 4.2 (i) OF ITB)

**BANK CERTIFICATE**

This is to certify that M/s. \_\_\_\_\_ is a reputed Company with a good financial standing.

If the contract for the work, namely \_\_\_\_\_ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. \_\_\_\_\_ to meet their working capital requirements for executing the above contract during the contract period.

---

(Signature)  
Name of Bank  
Senior Bank Manager  
Address of the Bank

## AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/S \_\_\_\_\_ have abandoned any work of **Jharkhand State Building Construction Corporation Ltd., Ranchi, Jharkhand** or any contract awarded to us for such work have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/Project implementing agency.

\_\_\_\_\_  
(Signed by an authorized Officer of the Firm)

\_\_\_\_\_  
Title of officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
DATE

## UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s \_\_\_\_\_  
\_\_\_\_\_ would invest a minimum cash up to 25% of the value of the work  
during implementation of the Contract.

\_\_\_\_\_  
(Signed by an Authorized Officer of the Firm)

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
DATE

**SECTION 3**  
**CONDITIONS OF CONTRACT**

## Conditions of Contract

### Table of Contents

<b>A. General</b>	<b>Page No.</b>	<b>C. Quality Control</b>	<b>Page No.</b>
1. Definitions	43	33. Identifying Defects	49
2. Interpretation	44	34. Tests	50
3. Language and Law	45	35. Correction of Defects	50
4. Engineer's Decisions	45	36. Uncorrected Defects	50
5. Delegation	45		
6. Communications	45	<b>D. Cost Control</b>	
7. Sub-contracting	45	37. Bill of Quantities	50
8. Other Contractors	45	38. Change in the Quantities	50
9. Personnel	45	39. Variations	50
10. Employer's & Contractor's Risks	46	40. Payments for Variations	50
11. Employer's Risks	46	41. Cash Flow Forecasts	51
12. Contractor's Risks	46	42. Payments Certificates	51
13. Insurance	46	43. Payments	51
14. Site Investigation Reports	47	44. Deleted	52
15. Queries about the Contract Data	47	45. Tax	52
16. Contractor to Construct the Works	47	46. Currencies	52
17. The Works to be Completed by the intended Completion Date	47	47. Price Adjustment	52
18. Approval by the Engineer	47	48. Retention	52
19. Safety	47	49. Liquidated Damages	53
20. Discoveries	47	50. Bonus	53
21. Possession of the Site	47	51. Advance Payment	54
22. Access to the Site	47	52. Securities	54
23. Instructions	47	53. Deleted	54
24. Deleted	48	54. Cost of Repairs	54
25. Deleted	48		
26. Deleted	48	<b>E. Finishing the Contract</b>	
		55. Completion	55
<b>B. Time Control</b>		56. Taking Over	55
27. Programme	49	57. Final Account	55
28. Extension of the Intended Completion Date	49	58. Operating and Maintenance Manuals	55
29. Deleted	49	59. Termination	55
30. Delays Ordered by the Engineer	49	60. Payment upon Termination	56
31. Management Meetings	49	61. Property	57
32. Early Warning	49	62. Release from Performance	57
		<b>F. Special Conditions of Contract</b>	<b>58</b>

## CONDITIONS OF CONTRACT

### A. GENERAL

#### 1. Definitions

1.1. Terms which are defined in the Contract data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

**Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.

The **Completion Date** is the date of completion of the Works as certified by the Engineer in accordance with Sub clause 55.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer and includes Technical and Financial bids.

The **Contract Price** is the price state in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**Days** are calendar days; **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Period** is the period named in the contract Data and calculated from the Completion Date.

The **Employer** is **Jharkhand State Building Construction Corporation Ltd., Ranchi** who will employ the contractor to carry out the Works.

The **Employer's representative** will be the **Manager, Jharkhand State Building Construction Corporation Ltd.** concerned to be notified by the Employer. The Employer's representative will act on behalf of Employer.

The **Engineer** is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor issuing and valuing Variations to the Contract, awarding extensions of time. \*

---

*\* For the Building Projects Costing more than Rs. 2.5 Crore, " Supervision Consultant" would act as "Engineer" for the project if advised by the **G.M. (Chief Engineer, JSBCCL) or Executive Director (JSBCCL)**. All other projects where Supervision consultant will not act as "Engineer" the Employer's Representative will act as "Engineer".*

**Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion date may be revised only by the Engineer by issuing an extension of time.

**Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.

**Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

**Site Investigation Reports** are those which were included in the Bidding documents and are factual interpretative reports about the surface and the sub-surface conditions at the site.

**Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

**Temporary Works** are works designed, consulted, installed, and removed by the contractor which are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Employer, which varies the works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

## **2. Interpretation**

2.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about the Conditions of Contract.

2.2. If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to



any Section of the Works (other than references to the Completion date and Intended Completion date for the whole of the works).

2.3. The documents forming the Contract shall be interpreted in the following order of priority:

- (1) Agreement
- (2) Letter of Acceptance, notice to proceed with the works
- (3) Contractor's Bid
- (4) Contract Data
- (5) Conditions of Contract including Special Conditions of Contract
- (6) Specifications
- (7) Drawings
- (8) Bill of Quantities and
- (9) Any other document listed in the Contract Data as forming part of the Contract.

### **3. Language and Law**

3.1. The language of the Contract and the law governing the contract are stated in the Contract Data.

### **4. Engineer's Decisions**

4.1. Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

### **5. Delegation**

5.1. The Engineer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

### **6. Communications**

6.1. Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract act).

### **7. Sub-Contracting**

7.1. The Contractor may sub-contract any portion of work, up to a limit specified in Contract Data, with the approval of the Engineer but may not assign the Contract without the approval of the Employer in writing. Sub-contracting does not alter the Contractor's obligations. Maximum number of Sub Contractor will be two and they will have to meet all qualifying criteria in the ratio of work allotted.

### **8. Other Contractors**

8.1. The Contractor shall cooperate and share the site with other contractors, public authorities, utilities, and the employer between the dates given in the Schedule of other Contractors. The contractors shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The Employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

### **9. Personnel**

9.1. The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualification, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the schedule.

- 9.2. If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff of his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

#### **10. Employer's and Contractor's Risks**

- 10.1. The Employer carries the risks which this Contract states are Employer's risks, and the contractor carries the risks which this Contract states are Contractor's risks.

#### **11. Employer's Risks**

- 11.1. The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in India, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive; or (b) a cause due solely to the design of the Works, other than the Contractor's design.

#### **12. Contractor's Risks**

- 12.1. All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

#### **13. Insurance**

- 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract data for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plants and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- (d) personal injury or death.

- 13.2. Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

- 13.3. If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

- 13.4. Alterations to the terms of an insurance shall not be made without the approval of the Engineer.

- 13.5. Both parties shall comply with any conditions of the insurance policies.

#### **14. Site Investigation Reports**

- 14.1. The Contractor, in preparing the Bid, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Bidder.

#### **15. Queries about the Contract Data**

- 15.1. The Engineer will clarify queries on the Contract Data.

#### **16. Contractor to Construct the Works**

- 16.1. The Contractor shall construct and install the Works in accordance with the Technical Specification and Drawings.

#### **17. The Works to be Completed by the Intended Completion date**

- 17.1. The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

#### **18. Approval by the Engineer**

- 18.1. The Contractor shall submit Specifications and Drawings, showing the proposed Temporary works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.

- 18.2. The Contractor shall be responsible for design of Temporary Works.

- 18.3. The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

- 18.4. The Contractor shall obtain approval of third parties to the design of the Temporary Works where required.

- 18.5. All drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

#### **19. Safety**

- 19.1. The Contractor shall be responsible for the safety of all activities on the Site.

#### **20. Discoveries**

- 20.1. Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the Employer. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

#### **21. Possession of the Site**

- 21.1. The Employer shall give possession of all parts of the site to the Contractor.

#### **22. Access to the Site**

- 22.1. The Contractor shall allow the engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured/ fabricated / assembled for the works.

#### **23. Instructions**

- 23.1. The Contractor shall carry out all instructions of the Engineer pertaining to works which comply with the applicable law where the site is located.

- 23.2. The Constructor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.
24. **Deleted.**
25. **Deleted.**
26. **Deleted.**

## **B. TIME CONTROL**

### **27. Programme**

- 27.1. Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecast.
- 27.2. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 27.3. The Contractor shall submit to the Engineer, for approval, an updated Programme at intervals no longer than the period stated in the Contract data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 27.4. The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

### **28. Extension of the Intended Completion Date**

- 28.1 The Engineer shall extend the Intended Completion Date if a Variation as explained in clause 28.1(a) is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.

**28.1(a) The Engineer shall also extend the intended completion date in any of the following events :-**

- (i) The employer does not give access to a part of the site by the site possession date stated in the contract data.**
- (ii) The Engineer does not approve of a subcontract to be let, within 15 days.**
- (iii) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.**
- (iv) The Engineer unreasonably delays issuing a Certificate of completion.**
- (v) Force majeure (eg. Natural Clamaties or conditions beyond the human control.)**

28.2. The Engineer shall decide whether and by how much to extend the Intended Completion date within 35 days of the Contractor asking the Engineer for a decision upon the effect of a Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28.3. The Engineer shall within 14 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the Employer his decision. The Employer shall in not more than 21 days communicate to the Engineer the acceptance or otherwise of the Engineer's decision.

**29. Deleted.**

**30. Delays Ordered by the Engineer**

30.1. The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

**31. Management Meetings**

31.1. Either the engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

31.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

**32. Early Warning**

32.1. The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

32.2. The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

## **C. QUALITY CONTROL**

**33. Identifying Defects**

33.1. The Engineer shall check the Contractor's work and notify the Contractor of any defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

**34. Tests**

- 34.1. If the Engineer instructs the Constructor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

**35. Correction of Defects**

- 35.1. The Engineer shall give notice to the contractor of any Defects before the end of the Defects Liability Period, which begins at completion and is defined in the Contract Data. The defects Liability Period shall be extended for as long as defects remain to be corrected.
- 35.2. Every time notice of a defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

**36. Uncorrected Defects**

- 36.1. If the contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

**D. COST CONTROL**

**37. Bill of Quantities**

- 37.1. The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.
- 37.2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

**38. Changes in the Quantities**

- 38.1. If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent provided the change exceeds 1% of initial Contract Price, the Engineer shall adjust the rate to allow for the change, duly considering.
- (a) justification for rate adjustment as furnished by the contractor,
  - (b) economics resulting from increase in quantities by way of reduced plant, equipment, and overhead costs,
- 38.2. The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the Prior approval of the Employer.
- 38.3. If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

**39. Variations**

- 39.1. All Variations shall be included in updated Programmes produced by the Contractor.

**40. Payments for Variations**

- 40.1. The Contractor shall provide the Engineer with a quotation (with

breakdown of unit rates) for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Engineer and before the Variation is ordered.

40.2 If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Engineer, the quantity of work above the limit stated in Sub Clause 34.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of Variation. If the cost per unit of quantity changes, or if the nature of timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the contractor shall be in the form of new rates for the relevant items of work.

40.3. If the Contractor's quotation is unreasonable, the Engineer may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the variation on the Contractor's costs.

40.4. The Contractor shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

#### **41. Cash Flow Forecasts**

41.1. When the Programme is updated, the contractor is to provide the engineer with an updated cash flow forecast.

#### **42. Payment Certificates**

42.1. The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

42.2. The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor.

42.3. The value of work executed shall be determined by the Engineer.

42.4. The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed

42.5. The value of work executed shall include the valuation of Variations.

42.6. The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

#### **43. Payments**

43.1. Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date for which the payment should have been made upto the date when the late payment is made at 12% per annum.

- 43.2. Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

**44. Deleted.**

**45. Tax**

- 45.1. The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Contractor will perform such duties in regard to the deduction of such taxes at source as per applicable law.

**46. Currencies**

- 46.1. All payments shall be made in Indian Rupees.

**47. Price Adjustment**

- 47.1. Contract Price shall be adjusted for increase or decrease in rates and price of materials and Labours in accordance with the following principles and procedures and as per formula given in the contract data:

- (a) The price adjustment shall apply for the projects to be completed in more than 12 months for the work done from the start date given in the contract data upto end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.
- (b) The price adjustment shall be determined during each month from the formula given in the contract data.
- (c) Following expressions and meanings are assigned to the work done during each month:

R = Total value of work done during the month. It will exclude value for works executed under variations for which price adjustment will be worked separately based on the terms mutually agreed.

- 47.2. To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

**48. Retention**

- 48.1. The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.
- 48.2. On Completion of the whole of the Works half the total amount retained is repaid to the Contractor and half when the Defects Liability Period has passed and the Engineer has



certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

- 48.3. On completion of the whole works, the contractor may substitute retention money with an “on demand” Bank guarantee.

#### **49. Liquidated Damages**

49.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestones as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor’s liabilities.

49.2. If the Intended Completion date is extended after liquidated damages have been paid, the Engineer shall correct any over payment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the over payment calculated from the date of payment to the date of repayment at the rates specified in Sub Clause 39.1.

49.3. If the Contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty for everyday or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the contract data.

The employer may, without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works on form any other of his obligations and liabilities under the contract.

49.4. If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking – Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainders of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

#### **50. Bonus**

50.1. If the contractor achieves completion of the whole of the works prior to the Intended Completion date prescribed in Contract Data the Employer shall pay to the contractor a sum stated in Contract Data as bonus for every completed month which shall elapse between the date of completion of all items of works as stipulated in the contract, including variations ordered by the Engineer and the time prescribed in Clause 17.

For the purpose of calculating bonus payments, the time given in the Bid for completion of the whole of the works is fixed and unless otherwise agreed, no adjustments of the time by reason of granting an extension of time pursuant to Clause 28 or any other clause of these conditions will be allowed. Any period falling short of a complete month shall be ignored for the purpose of computing the period relevant for the payment of bonus.

**51. Advance Payment**

- 51.1. The Employer shall make advance payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of guarantee shall be progressively reduced by the amounts repaid by the Contractor. **Interest will be charged @10% Per Annum on the advance payment after six month on the remaining advance. (Amended vide Sankalp No. 2146 (s) dated 09.09.2020 of Road Construction Department Jharkhand, Ranchi, copy enclosed)**
- 51.2. The Contractor is to use the advance payment only to pay for Equipment, Plant and Mobilization expenses required specifically for execution of the works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents.
- 51.3. The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, or Liquidated Damages.

**52. Securities**

- 52.1. The Performance Security (including additional security for unbalanced bids) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid until a date 28 days from the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion.

**53. Deleted.**

**54. Cost of Repairs**

- 54.1. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

## **E. FINISHING THE CONTRACT**

### **55. Completion**

- 55.1. The Contractor shall request the Engineer to issue a Certificate of Completion of the Works and the Engineer will do so upon deciding that the Work is completed.

### **56. Taking Over**

- 56.1. The Employer shall take over the Site and the Works within seven days of the Engineer issuing a certificate of Completion.

### **57. Final Account**

- 57.1. The Contractor shall supply to the Engineer a detailed account of the total amount that the Contractor considers payable under the contract before the end of the Defects Liability Period. The Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.

### **58. Operating and Maintenance Manuals**

- 58.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by dates stated in the Contract Data.
- 58.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

### **59. Termination**

- 59.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

59.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- (b) the Engineer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

- (d) a payment certified by the Engineer is not paid by the Employer to the Contractor within 56 days of the date of the Engineer's certificate;
- (e) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer.
- (f) the Contractor does not maintain a security which is required;
- (g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
- (h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

59.3 When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 59.2. above, the Engineer shall decide whether the breach is fundamental or not.

59.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

59.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

## **60. Payment upon Termination**

60.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor shall be a debt payable to the Employer.

60.2 If the Contract is terminated at the Employer's convenience or because of a fundamental Breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the cost of balance by the contractor and available at site, the reasonable cost of removal of Equipment, a repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received due in terms of the contract and less taxes due to be deducted at source as per applicable law.

**61                   Property**

- 61.1   All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

**62.                  Release from Performance**

- 62.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

## **F. SPECIAL CONDITIONS OF CONTRACT**

### **1. LABOUR**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

### **2. COMPLIANCE WITH LABOUR REGULATIONS**

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/byelaws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

### **SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK**

- a) Workmen Compensation Act 1923 :- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972 :- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- (c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are :
  - (i) Pension or family pension on retirement or death, as the case may be.

- (ii) Deposit linked insurance on the death in harness of the worker, (iii) (iii) Payment of P.F. accumulation on retirement/death etc.
- d) Maternity Benefit Act 1951:- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
  - e) Contract Labour (Regulation & Abolition) Act 1970:- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Employer, if they employ 20 or more contract labour.
  - f) Minimum Wages Act 1948 :- The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
  - g) Payment of Wages Act 1936:- It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
  - h) Equal Remuneration Act 1979 :- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
  - i) Payment of Bonus Act 1965 : - The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/-per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/-per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
  - j) Industrial Disputes Act 1947 :- The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
  - k) Industrial Employment (Standing Orders) Act 1946 :- It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
  - l) Trade Unions Act 1926: - The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

- m) Child Labour (Prohibition & Regulation) Act 1986 :- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979 :- The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.
- o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996 :- All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) Factories Act 1948 :- The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.
- q) All payments will be made subject to guidelines issued by State Government/Central Government from time to time.



SECTION 4

CONTRACT DATA

## CONTRACT DATA

Clause Reference  
With respect to  
section 3

Items marked "N/A" do not apply in this contract.

1. The Employer is [Cl.1.1.]

Name :

Address:

Name of Employer's Representative -**Manager, Jharkhand State Building**

**Construction Corporation Ltd., .....**

2. The Engineer is Project Management Consultant (PMC)

Name of Authorized Representative:

3. Deleted

4. The Defects Liability Period is 365 days from the date of completion. [Cl. 1. 1&35]

5. The Start Date shall be as the day for the date of issue of the Notice to proceed with the work. [Cl.1.1]

6. The Intended Completion Date for the whole of the Works is **21 Months** [Cl. 1.1,17&28] **months** after start of work with the following milestones:

Milestone dates: [Cl.1.2.2&49.1]

Physical works to be completed.

Period from the start date

**Milestone 1 i.e .....**

**7 months**

**Milestone 2 i.e.....**

**7 months**

**Milestone 3 i.e.....**

**7 months**

7. The Site is located at **Baharagora**. [Cl. 1.1]

8. The name and identification number of the Contract is: **JSBCCL/38/2026-27** [Cl. 1.1]

9. The work consists of [Cl.1.1]

.....

..... the work shall inter alia, include the following, as specified or as directed:

**(A) Building Works**

Site clearance; setting-out and layout of Building including soil testing and all aspects of quality assurance of various components of the works; rectification of the defects in the completed works during the Defects Liability Period; submission of "As-built" drawings and any other related documents; and other item of work as may be required to be carried out for completing the works in accordance with the drawings and provisions of the contract to ensure safety.

**(B) Other Items**

Any other items as required to fulfill all contractual obligations as per the Bid documents.

[Cl. 1.1]

10. The following documents also form part of the Contract: [Cl. 2.3(9)]
- 

11. The law which applies to the Contract is the law of Union of India [Cl. 3.1]

12. The language of the Contract documents is English [Cl. 3.1]

13. Limit of subcontracting 50% of the Initial Contract Price [Cl. 7.1]

14. The Schedule of Other Contractors [Cl. 8]

15. The Schedule of Key Personnel As per Annex.-II to Section I [Cl.9]

16. The minimum insurance cover for physical property, injury and death [Cl.13]

**Is for the contract price valid till Defect Liability Period of the Project.**

17. Site investigation report. [Cl.14]

18. The Site Possession Dates shall be [Cl.21]

19. Deleted

20. Deleted

21. The period for submission of the programme for approval of Engineer shall be 21 days from the issue of Letter of Acceptance. [Cl.27.1]

22. The period between programme updates shall be 60 days. [Cl.27.3]

23. The amount to be withheld for late submission of an updated programme shall be Rs. 25.00 Lacs [Cl. 27.3]

24. Deleted

25. The currency of the Contract is Indian Rupees. [Cl. 46]

26. The formula (e) for adjustment of prices are: [Cl. 47]

R = Value of work as defined in Clause 42.1 of Conditions of Contract

**Adjustment for cement component**

- (i) Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula:

$$V_c = 0.85 \times P_c / 100 \times R \times (C_i - C_0) / C_0$$

$V_c$  = increase or decrease in the cost of work during the month under consideration due to changes in rates for cement.

$C_0$  = The all India wholesale price index for cement on 28 days preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi.

$C_i$  = The all India average wholesale price index for cement for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi

$P_c$  = Percentage of cement component of the work

**Adjustment for steel component**

- (ii) Price adjustment for increase or decrease in the cost of steel procured by the Contractor shall be paid in accordance with the following formula:

$$V_s = 0.85 \times P_s / 100 \times R \times (S_i - S_0) / S_0$$

$V_s$  = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel

$S_0$  = The all India wholesale price index for steel (Bars and Rods) on 28 days preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi

$S_i$  = The all India average wholesale price index for steel (Bars and Rods) for the month under consideration as published by Ministry of Industrial Development, New Delhi

$P_s$  = Percentage of steel component of the work

*Note : For the application of this clause, index of Bars and Rods has been chosen to represent steel group.*

**Adjustment of labour component**

(iii) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$$V_l = 0.85 \times P_l / 100 \times R \times (L_i - L_o) / L_o$$

$V_l$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour.

$L_o$  = The consumer price index for industrial workers for the state on 28 days preceding the date of opening of Bids, as published by labour bureau, Ministry of Labour, Government of India.

$L_i$  = The consumer price index for industrial workers for the state under consideration as published by labour bureau, Ministry of Labour, Government of India.

$P_l$  = Percentage of labour component of the work.

**Adjustment of Other materials Component**

(iv) Price adjustment for increase or decrease in cost of local materials other than cement, steel, bitumen and POL procured by the contractor shall be paid in accordance with the following formula:

$$V_m = 0.85 \times P_m / 100 \times R \times (M_i - M_o) / M_o$$

$V_m$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local materials other than cement, steel, bitumen and POL.

$M_o$  = The all India wholesale price index (all commodities) on 28 days preceding the date of opening of Bids, as published by the Ministry of Industrial Development, Government of India, New Delhi.

$M_i$  = The all India wholesale price index (all commodities) for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi.

$P_m$  = Percentage of local material component (other than cement, steel, bitumen and POL) of the work.

**Adjustment for Bricks component**

(v) Price adjustment for increase or decrease in the cost of Bricks procured by the Contractor shall be paid in accordance with the following formula:

$$V_B = 0.85 \times P_B / 100 \times R \times (B_i - B_o) / B_o$$

$V_B$  = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for Bricks.

$B_o$  = The all India wholesale price index for Bricks (Bricks & Tiles) on 28 days preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi

$B_i$  = The all India average wholesale price index for Bricks (Bricks & Tiles) for the month under consideration as published by Ministry of Industrial Development, New Delhi

$P_B$  = Percentage of Bricks component of the work.

**Clause reference  
with respect  
to Section 3**

The following percentages will govern the price adjustment for the entire contract

1.	Cement – $P_c$	10 %	
2.	Steel – $P_s$	15 %	
3.	Bricks – $P_b$	10 %	
4.	Other materials – $P_m$	30 %	
5.	Labour - $P_l$	<u>35 %</u>	
	Total	<u>100 %</u>	
27.	The proportion of payments retained (retention money) shall be 9% from each bill subject to a maximum of 8% of final contract price.		[Cl. 48]
28.	Amount of liquidated damages for delay in completion of works	<u>For Whole of work</u> [Cl.49] $(1/2000)^{th}$ of the Initial Contract Price, rounded off to the nearest Thousand, per day. <u>For sectional completion (wherever specified, in item 5 of Contract Data)</u> $(1/200)^{th}$ of initial contract price, rounded off to the nearest thousand per day.	
29.	Maximum limit of liquidated damages for delay in completion of work.	10 per cent of the Initial Contract Price rounded off to the nearest thousand.	[Cl. 49]
30	Amount of Bonus for early completion of whole of the works	1 per cent of the Initial Contract Price (part of a month to be excluded), rounded off to the nearest thousand, per month.	[Cl 50]
31.	Maximum limit of bonus for early Completion of work	6 per cent of the Contract Price rounded off to the nearest thousand.	[Cl 50]

32. The amounts of the advance payment are:

Nature of Advance	Amount (Rs.) Conditions to be fulfilled
i. Mobilization 10% of the Contract price	On submission of unconditional Bank Guarantee, (to be drawn before the end of 20% of Contract period). The contractor may furnish four bank guarantees of 2.5% each, valid for full period.
ii. Equipment 90% for new and 50% of depreciated value for old equipment. Total amount will be subject to a maximum of 5% of the Contract price.	After equipment is brought to site (provided the Engineer is satisfied that the equipment is required for performance of the contract) and on submission of unconditional Bank Guarantee for amount of advance.

33. Repayment of advance payment for mobilization and equipment: [Cl. 51.3]

The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 20 per cent of the Contract Price or 6 (Six) months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 20 per cent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 28 (COC).

34. Deleted.

35. The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price: [Cl. 52]

Performance Security for 2 per cent of contract price plus Rs.  
.....(to be decided after evaluation of the bid) as additional security in terms of ITB Clause 29.5.

**Clause reference  
with respect  
to Section 3**

The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in Section 8 of the Bidding Documents.

- |     |  |            |
|-----|--|------------|
| 36. | The Schedule of Operating and Maintenance Manuals _____ N/A  | [Cl. 58]   |
| 37. | The date by which "as-built" drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be. | [Cl. 58]   |
| 38. | The amount to be withheld for failing to supply "as built" drawings by the date required is <b>Rs. 25.00 Lakhs.</b>  | [Cl. 58]   |
| 39. | The following events shall also be fundamental breach of contract:<br>"The Contractor has contravened Sub-clause 7.1 and Clause 9 of GCC."   | [Cl. 59.2] |
| 40. | The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 20 per cent.  | [Cl. 60]   |



SECTION 5  
TECHNICAL SPECIFICATION

SECTION 6  
FORM OF BID

## FORM OF BID

Description of the Works:

---

---

---

BID

To :

Address :

1. We offer to execute the Works described above and remedy any defects therein in conformity with the conditions of Contract, specification, drawings, Bill of Quantities and Addenda for the sum(s) of

---

---

( \_\_\_\_\_ )

2. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the document.
3. We agree to abide by this Bid for the period of \* \_\_\_\_\_ days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20.....

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_  
duly authorized to sign bids for and on behalf of \_\_\_\_\_

(in block capitals or typed)

Address

\_\_\_\_\_  
\_\_\_\_\_

Witness

\_\_\_\_\_  
\_\_\_\_\_

Address

\_\_\_\_\_  
\_\_\_\_\_

Occupation

\_\_\_\_\_  
\_\_\_\_\_

SECTION 7  
BILL OF QUANTITIES

## **BILL OF QUANTITIES**

### **Preamble**

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
4. The rates and prices shall be quoted entirely in Indian Currency.
5. A rate or price shall be entered against each item in the Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
7. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
8. The method of measurement of completed work for payment shall be in accordance with the specification for Building Works published by Building Construction Department, Jharkhand.
9. Errors will be corrected by the Employer for any arithmetic errors pursuant to Clause 29 of the Instructions to Bidders.
10. Rock is defined as all materials which, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for its removal, and which cannot be extracted by ripping with a tractor of at least 150 kw. with a single rear mounted heavy duty ripper.

## BILL OF QUANTITIES

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 :							
<b>SCHEDULE OF WORKS</b>							
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							
<b>Total in Figures</b>							<b>0.00</b>
<b>Total in Words</b>		<b>Rupees only</b>					

**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.**

**Manager,**  
**Jharkhand State Building Construction**  
**Corporation Ltd., Ranchi**

**Note :-**

1. Item for which no rate or price has been entered in, will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the bill of quantities (Refer : ITB Clause 13.2 and GCC Clause 43.3).
2. Unit rates and prices shall be quoted by the bidder in Indian rupee [ITB Clause 14.1].
3. Where there is a discrepancy between the rate in figures and words the rates in words will govern.[ITB Clause 27.1(a)]
4. Where there is discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITB Clause 27.1(b)]

SECTION 8  
SECURITIES AND OTHER FORMS



## BID SECURITY (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] of \_\_\_\_\_ [name of country] having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ [name of Employer's Representative] (hereinafter called "the Employer's Representative") in the sum of \_\_\_\_\_ \* for which payment well and truly to be made to the said Employer's Representative 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:

**DELETED**

- (1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

OR

- (2) If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid Validity:
- (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders; or
  - (c) does not accept the correction of the Bid Price pursuant to Clause 27.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying 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 such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_

**DELETED**

SIGNATURE \_\_\_\_\_

WITNESS \_\_\_\_\_

SEAL \_\_\_\_\_

\_\_\_\_\_  
[Signature, 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 Clause 16.1 of the Instructions to Bidders.

\*\* 45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

## PERFORMANCE BANK GUARANTEE

To

\_\_\_\_\_ [name of Employer's Representative]  
\_\_\_\_\_ [address of Employer's Representative]  
\_\_\_\_\_

WHEREAS \_\_\_\_\_, \_\_\_\_\_ [name and address of Contractor]  
(hereafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_  
dated \_\_\_\_\_ to execute \_\_\_\_\_ [name of Contract and brief  
description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of \_\_\_\_\_ [amount of guarantee]\* \_\_\_\_\_ (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability Period.

**Signature and Seal of the guarantor** \_\_\_\_\_  
Name of Bank \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_

---

\*An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

## BANK GUARANTEE FOR ADVANCE PAYMENT

To

\_\_\_\_\_ [name of Employer's Representative]  
\_\_\_\_\_ [address of Employer's Representative]  
\_\_\_\_\_ [name of Contractor]

Gentlemen:

In accordance with the provisions of the Conditions of Contract, sub-clause 51.1 ("Advance Payment") of the above-mentioned Contract, [name and address of Contractor] (herein after called "the Contractor") shall deposit with [name of Employer's Representative] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_ [amount of Guarantee]\*  
\_\_\_\_\_ [in words].

We, the \_\_\_\_\_ [bank of financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_ [name of Employer's Representative] on his first demand without whatsoever right of obligation on our part and without his first claim to the Contractor, in the amount not exceeding \_\_\_\_\_ [amount of guarantee]\*  
\_\_\_\_\_ [in words].

We further agree that no change or addition to or other modification of the terms of the Contractor or Works to be performed there under or of any of the Contract documents which may be made between \_\_\_\_\_ [name of Employer's Representative] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until \_\_\_\_\_ [name of Employer's Representative] receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and Seal : \_\_\_\_\_

Name of Bank / Financial Institution : \_\_\_\_\_

Address; \_\_\_\_\_

Date:

\_\_\_\_\_  
\*An amount shall be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in Indian Rupees.

## **Letter of Acceptance**

(Letter head paper of the Employer's Representative)

\_\_\_\_\_ (Date)

To

\_\_\_\_\_ (Name and address of the Contractor)

\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

This is to notify you that your Bid dated \_\_\_\_\_ for execution of the \_\_\_\_\_ (name of the contract and identification number, as given in the Instructions to Bidders) for the Contract Price of Rupees \_\_\_\_\_ ( \_\_\_\_\_ ) (amount in words and figures), as corrected and modified in accordance with the Instructions to Bidders<sup>1</sup> is hereby accepted by our agency.

You are hereby requested to furnish Performance Security, in the form detailed in Para 34.1 of ITB for an amount equivalent to Rs. \_\_\_\_\_ within 21 days of the receipt of this letter of acceptance valid up to 28 days from the date of expiry of defects Liability Period i.e. up to \_\_\_\_\_ and sign the contract, failing which action as stated in Para 34.3 of ITB will be taken.

Yours faithfully,

Authorized Signature  
Name and title of Signatory  
(Employer's Representative)

---

1. Delete "corrected and" or "and modified" if only one of these actions applies. Delete as corrected and modified in accordance with the Instructions to Bidders, if corrections or modifications have not been affected.

## **Issue of Notice to proceed with the work**

(Letter head of the Employer's Representative)

\_\_\_\_\_ (Date)

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Name and address of the Contractor)

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITB Clause 34.1 and signing of the Contract for the construction of \_\_\_\_\_

\_\_\_\_\_ ata  
Bid Price of Rs. \_\_\_\_\_.

You are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of Employer's Representative)

## **Agreement Form**

### Agreement

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (name and address of Employer) [hereinafter called "the Employer"] and \_\_\_\_\_ (name and address of contractor) hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that the Contractor execute \_\_\_\_\_ (name and identification number of Contract) (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein , at a cost of Rs. \_\_\_\_\_

NOW THIS AGREEMENT WITNESSETH as follows :

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.
  - (i) Letter of Acceptance
  - (ii) Notice to proceed with the works;
  - (iii) Contractor's Bid
  - (iv) Condition of Contract: General and Special
  - (v) Contract Data
  - (vi) Additional condition
  - (vii) Drawings
  - (viii) Bill of Quantities and
  - (ix) Any other documents listed in the Contract Data as forming part of the Contract.

In witnessed whereof the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of \_\_\_\_\_ was hereunto affixed in the presence of :

Signed, Sealed and Delivered by the said \_\_\_\_\_

\_\_\_\_\_ in the presence of:

Binding Signature of Employer's Representative \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_



## UNDERTAKING

I,        the        undersigned        do        hereby undertake        that        our        firm        M/s  
\_\_\_\_\_ agree to abide by this bid for a period \_\_\_\_\_  
days for the date fixed for receiving the same and it shall be binding on us and may be accepted at  
any time before the expiration of that period.

\_\_\_\_\_  
(Signed by an Authorized Officer of the Firm)

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
DATE

## SECTION 9

### DRAWINGS

SECTION 10  
DOCUMENTS TO BE FURNISHED BY BIDDER  
Refer to Addendum to ITB

**(For JHARKHAND STATE BUILDING CONSTRUCTION CORPORATION LTD. RANCHI)**

Name of the work	.....	
Tender Ref. No.	.....	
Name of the Procurement Officer	.....	
Sl.No.	Name and address of responsive bidders in technical evaluation	
1		
2		
3		
4		
	Name and address of the nonresponsive bidders	Reason for their non-responsiveness
1		
2		
3		

**Signature of the tender approving authority**

**(For JHARKHAND STATE BUILDING CONSTRUCTION CORPORATION LTD. RANCHI)**

Name of the work	.....	
Tender Ref. No.	.....	
Name of the Procurement Officer	.....	
Sl.No.	Name and address of the successful bidder In financial evaluation	Amount of award of work
1		
Sl.No.	Name and address of the unsuccessful bidders	Reason for unsuccessful bid
1		
2		
3		

**Signature of the tender approving authority**

**Note :- In case of any ambiguity, the provisions changed vide sankalp no. 2146 (s) dated 09.09.2020 attached below shall be applicable.**

**झारखंड सरकार  
पथ निर्माण विभाग, राँची।**

संचिका संख्या :- प0नि0वि0/विविध-06-33/2007(अंश-1) -

2146(s)

राँची, दिनांक :- 09/09/2020

**संकल्प**

**विषय:-** लोक निर्माण के कार्यों के सुचारु कार्यान्वयन हेतु सन्निहित पद्धति की एकरूपता हेतु प्रावधानों के संशोधन के संबंध में।

राज्य सरकार अन्तर्गत निर्माण शाखाओं के पदाधिकारियों के प्रशासनिक एवम् कार्यपालक कृत्यों को निर्धारित करने हेतु झारखण्ड लोक निर्माण विभाग संहिता-2012 मंत्रिपरिषद की स्वीकृति उपरान्त राज्य में प्रभूत है।

अभियंत्रण कार्यों के कार्यान्वयन पद्धति के सन्दर्भ में यह पाया जाता है कि कतिपय प्रसंगों में विस्तृत व्याख्या ना होने के कारण अलग-अलग विभाग, कार्यपालक आदेश/परिपत्र द्वारा सुविधानुसार प्रावधान कर लेते हैं। एक ही राज्य में विभागवार अभियंत्रण कार्यों के निमित्त भिन्न पद्धति होने की वजह से क्रियान्वयन में भ्रम की स्थिति उत्पन्न होने की सम्भावना हो जाती है।

सम्यक विचारोपरांत लोक निर्माण के कार्यों के सुचारु कार्यान्वयन हेतु निम्नलिखित प्रभूत नियम/पद्धति में संशोधन किया जाता है :-

2 (i) निविदाओं में न्यूनतम निविदित दर के संबंध में :-

क्र0	वर्तमान में प्रभूत नियम/पद्धति	संशोधन
1	Jharkhand PWD Code, Clause 163(a) Tenders quoted below 10 (ten) % of the amount mentioned in Bill of Quantity shall be rejected ab initio.	झारखण्ड लोक निर्माण विभाग संहिता की कंडिका-163(a) द्वारा कृत प्रावधान को अवक्रमित करते हुए 10 प्रतिशत की न्यूनतम अधिसीमा को समाप्त किया जाता है। सम्प्रति 10 प्रतिशत से नीचे के दर की निविदायें अनुमान्य होंगी। साथ ही JPWD Code के clause 163(a) को "delete" किया जाता है। 10 (दस) प्रतिशत से न्यून निविदाओं के लिए Additional Performance Security के क्रम में परिमाण विपत्र की राशि से - (i) 10 से 20 प्रतिशत below तक की राशि का 20% तथा (ii) 20 प्रतिशत से अधिक below की राशि का 30% अतिरिक्त जमानत का प्रावधान लागू होगा। यह झारखण्ड लोक निर्माण विभाग संहिता के नियम 172(a) के रूप में समाहित होगा। पूर्व के संहिता/नियम/ परिपत्र द्वारा कृत सभी प्रावधान अवक्रमित समझे जायेंगे।

2 (ii) समान दर की निविदाओं के निष्पादन के संबंध में :-

क्र0	वर्तमान में प्रभूत नियम/पद्धति	संशोधन
2	(I) मंत्रिमंडल निगरानी, तकनीकी परीक्षण कोषांग, बिहार, पटना का झापांक-254 दि0	वैध एवं समान दर की निविदाओं के मामले में निविदा निष्पादन के प्राधिकार द्वारा पारदर्शी

<p>24.02.86 की कण्डिका-1.1.2 द्वारा निर्धारित प्रावधान -</p> <p>निगरानी विभाग के पत्रांक-2347 दिनांक 31.12.83 की कण्डिका-5(क) में आंशिक संशोधन कर यह उपबंध किया जाता है कि (1) वरीयता के आधार पर बराबर के निविदादाताओं में वरीय निविदादाता को एक वित्तीय वर्ष में एक कार्य के लिये ही प्राथमिकता मिलेगी, और (2) जिस श्रेणी में एक ठीकेदार निबंधित हो उस श्रेणी से मात्र एक श्रेणी नीचे तक के कार्य बराबर की निविदित की राशि ही उन्हें प्राथमिकता दी जायेगी।</p> <p>वरीयता के आधार जिस श्रेणी की निविदा विचाराधीन हो उस श्रेणी में रजिस्ट्रेशन की तिथि होगा। यदि कोई संवेदक अपने वर्तमान निबंधन की श्रेणी से एक श्रेणी नीचे भी निविदा देते हैं और यदि वे इसके पूर्व वर्तमान श्रेणी से नीचे की श्रेणी में निबंधित थे तो उसकी वरीयता की गणना नीचे की श्रेणी में निबंधन की तिथि के आधार पर की जा सकती है। बशर्त कि विचाराधीन कार्य उस क्षेत्र में पड़ता हो जिस क्षेत्र के लिये वे निबंधित हैं।</p> <p>(II) मंत्रिमंडल (निगरानी विभाग), बिहार सरकार, पटना का संकल्प/पत्रांक-2888/निग दि0- 13.09.2091 द्वारा कृत प्रावधान -</p> <p>राज्य के कार्य विभागों के साथ-साथ अन्य विभागों के अधीन कार्यरत अभियंत्रण कोषांग में पूर्व से प्रदत्त अभियंत्रण कार्य के कार्यान्वयन की पद्धति से सम्बद्ध अनुदेशों/परिपत्रों के सम्यक् विचारोपरान्त स्थानीय समवेदकों को लाभ देने के उद्देश्य से सरकार ने निम्नलिखित निर्णय लिया है:-</p> <p>(i) निगरानी विभाग के पत्रांक-2347 दिनांक 31.12.83 की कण्डिका 5 तथा ज्ञापक 254 दिनांक 24.02.86 द्वारा निर्गत संकल्प की कण्डिका 1.1.2 के अवक्रमण में यह उपबंध किया जाता है कि किसी निविदा के लिए यदि एक से अधिक निविदाकारों की दरें न्यूनतम और समान हो तथा शर्त भी समान हो, तब स्थानीय निविदाकार को प्राथमिकता दी जाय। यदि एक से अधिक स्थानीय निविदाकार की दरें समान हो, तब उनमें जो पहले निबंधित हो, उन्हें प्रथमिकता दी जाय। परन्तु कार्य आवंटन पदाधिकारी द्वारा एक वित्तीय वर्ष में किसी संवेदक को एक ही कार्य के लिए स्थानीय होने</p>	<p>तरीके से लाटरी (lottery) की पद्धति अपनायी जायेगी।</p> <p>यह प्रावधान, झारखण्ड लोक निर्माण विभाग संहिता के कण्डिका-163(e) के रूप में समाहित होगा तथा उक्त हद तक पूर्व के संहिता/नियम/परिपत्र द्वारा कृत सभी प्रावधान अवक्रमित समझे जायेंगे।</p>
---	---

के कारण प्राथमिकता दी जायेगी सिवाय वैसे मामलों में, जिसमें समान दर वाले सभी संवेदकों को उस वित्तीय वर्ष में एक-एक कार्य के लिए प्राथमिकता मिल चुकी हो।

(ii) निबंधन में संवेदकों के जो पता अंकित है, वे यदि उस जिला में पड़े जिसमें निविदा का कार्य होना है तभी उस संवेदक को स्थानीय माना जायेगा। यदि कार्य एक से अधिक जिला में है तब उनमें से किसी भी जिला में, निबंधन का पता पड़े तब उस संवेदक को स्थानीय माना जायेगा।

(iii) जिस श्रेणी में संवेदक निबंधित हो, उस श्रेणी में और उससे एक श्रेणी नीचे तक के कार्य में समान दर होने पर वे प्राथमिकता के लिये विचारणीय होंगे। परन्तु वरीयता का आधार जिस श्रेणी की निविदा विचाराधीन हो, उसी श्रेणी में निबंध की तिथि होगी। यदि कोई संवेदक अपने वर्तमान निबंधन की श्रेणी से एक श्रेणी नीचे की निविदा देते हैं और यदि वे इससे पूर्व वर्तमान श्रेणी से नीचे की श्रेणी में निबंधित थे, तब उनके वरीयता की गणना नीचे की श्रेणी में निबंधन की तिथि के आधार पर ही की जा सकती है।

(iv) जिस संगठन में अभी तक निबंधन की प्रणाली लागू नहीं हो सकी है, उसमें स्थानीयता का आधार जिला पदाधिकारी द्वारा निर्गत आवासीय प्रमाण-पत्र होगा।

(III) झारखण्ड पथ निर्माण संवेदक निबंधन / संशोधन नियमावली-2012 का नियम 4.5 - निविदा निर्णय के समय वरीयता का निर्धारण गत तीन वित्तीय वर्षों में संबंधित श्रेणी के सफलता पूर्वक किए गए कार्यों के आधार पर होगा अर्थात् ज्यादा संख्या में विहित श्रेणी के कार्य पूरा करने वाले संवेदक कम संख्या में कार्य पूरा करने वाले संवेदक से वरीय माने जाएंगे। दो अलग श्रेणी के संवेदकों की पारस्परिक वरीयता का आधार भी निबंधित श्रेणी में पूर्ण किए गए कार्यों की संख्या होगी। यदि पूर्ण किए गए कार्यों की संख्या समान हो वैसे स्थिति में उच्चतर श्रेणी के संवेदक की वरीय माना जाएगा।



2. (iii) Mobilization Advance के संबंध में :-

पथ निर्माण विभाग, झारखण्ड सरकार के संकल्प सं०-3211(S) दि० 05.06.2018 द्वारा Standard Bidding Document की कड़िका-51.1 of Section-3 (Conditions of Contract) में निम्न संशोधन किया गया है:-

“The Employer shall make advance payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid. But the amount of guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will be charged @ 10% quarterly compounded.

The interest will be charged with the installment of recovery of mobilization advance.”

Mobilization Advance के संबंध में पथ निर्माण विभाग द्वारा अपनायी गयी व्यवस्था (जिसमें Mobilization Advance पर interest देय है (पथ निर्माण विभाग का संकल्प-3211(S) दिनांक-05.06.2018, प्रति संलग्न) के अनुसार कार्रवाई अन्य कार्य विभागों के द्वारा भी की जायेगी।

(ख) mobilization advance दिए जाने की स्थिति में पथ निर्माण विभाग के उपरोक्त संशोधन को सभी विभागों के Contract Document में सम्मिलित किया जाय साथ ही Equipment advance हेतु भी यह व्यवस्था लागू होगी।

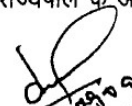
2. (iv) इस प्रकार प्रत्यायोजित शक्ति/संशोधित प्रावधान से यदि कोई पृथक व्यवस्था किसी कार्य विभाग में यदि लागू हो तब वह स्वतः संशोधित मानी जाएगी।

(3) प्रस्ताव पर मंत्रिपरिषद् का अनुमोदन प्राप्त है।

अनुलग्नक :- यथोक्त।

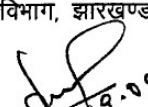
आदेश: आदेश दिया जाता है कि इस संकल्प को झारखण्ड राजपत्र के अगले असाधारण अंक में प्रकाशित किया जाय तथा इसकी प्रतियाँ प्रधान महालेखाकार (अंकेक्षण), झारखण्ड, राँची/सभी विभाग/विभागाध्यक्ष को प्रेषित किया जाय।

झारखण्ड राज्यपाल के आदेशानुसार


  
सरकार के सचिव,  
पथ निर्माण विभाग,  
झारखण्ड, राँची।  
दिनांक: 09/09/2020

ज्ञापक:- प०नि०वि०/विविध-06-33/2007(अंश-1) - 2146(5) दिनांक : 09/09/2020


प्रतिलिपि :- अधीक्षक, राजकीय मुद्रणालय, डोरण्डा, राँची को सूचनार्थ एवं राजपत्र के आगामी अंक में प्रकाशनार्थ प्रेषित। अनुरोध है कि राजपत्र की 200 (दो सौ) प्रति पथ निर्माण विभाग, झारखण्ड, राँची को उपलब्ध करायी जाय।

  
सरकार के सचिव,  
पथ निर्माण विभाग,  
झारखण्ड, राँची।

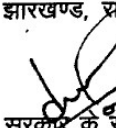
ज्ञापांक:- प0नि0वि0 / विविध-06-33 / 2007(अंश-1) - 2146(5) दिनांक : 09/09/2020  
प्रतिलिपि:- मुख्य सचिव, झारखण्ड, राँची / विकास आयुक्त, झारखण्ड, राँची / मुख्यमंत्री के प्रधान सचिव, झारखण्ड, राँची / अपर मुख्य सचिव / प्रधान सचिव / सचिव / मंत्रिमंडल सचिवालय एवं निगरानी विभाग, झारखण्ड, राँची / योजना-सह-वित्त विभाग झारखण्ड, राँची / उर्जा विभाग, झारखण्ड, राँची / पेयजल एवं स्वच्छता विभाग, झारखण्ड, राँची / जल संसाधन विभाग, झारखण्ड, राँची / नगर विकास एवं आवास विभाग झारखण्ड, राँची / ग्रामीण कार्य विभाग झारखण्ड, राँची / ग्रामीण कार्य विभाग (ग्रामीण कार्य मामले) झारखण्ड, राँची / भवन निर्माण विभाग झारखण्ड, राँची / पथ निर्माण विभाग झारखण्ड, राँची / सभी प्रमंडलीय आयुक्त / सभी विभाग / सभी विभागाध्यक्ष, झारखण्ड, राँची / सभी अभियन्ता प्रमुख, पथ निर्माण विभाग / भवन निर्माण विभाग / ग्रामीण कार्य विभाग / उर्जा विभाग / पेयजल एवं स्वच्छता विभाग / जल संसाधन विभाग / तकनीकी परीक्षक कोषांग, झारखण्ड, राँची / सभी मुख्य अभियंता, पथ निर्माण विभाग / भवन निर्माण विभाग / ग्रामीण कार्य विभाग / उर्जा विभाग / पेयजल एवं स्वच्छता विभाग / जल संसाधन विभाग, झारखण्ड, राँची / मुख्यालय स्थित सभी राजपत्रित पदाधिकारी / सभी प्रशाखा पदाधिकारी को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।

  
सरकार के सचिव,  
पथ निर्माण विभाग,  
झारखण्ड, राँची।

ज्ञापांक:- प0नि0वि0 / विविध-06-33 / 2007(अंश-1) - 2146(5) दिनांक : 09/09/2020  
प्रतिलिपि :- प्रधान महालेखाकार (अंकेक्षण), झारखण्ड, राँची को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।

  
सरकार के सचिव,  
पथ निर्माण विभाग,  
झारखण्ड, राँची।

ज्ञापांक:- प0नि0वि0 / विविध-06-33 / 2007(अंश-1) - 2146(5) दिनांक : 09/09/2020  
प्रतिलिपि :- प्रशाखा पदाधिकारी, प्रशाखा-6, पथ निर्माण विभाग, झारखण्ड, राँची को सभी सम्बन्धित को ई-मेल (E-mail) से भेजने एवं ई-प्रोक्वोरमेंट सेल, पथ निर्माण विभाग, झारखण्ड, राँची को वेबसाइट [www.jharkhand.gov.in/road](http://www.jharkhand.gov.in/road) पर upload करने हेतु प्रेषित।

  
सरकार के सचिव,  
पथ निर्माण विभाग,  
झारखण्ड, राँची।

झारखण्ड सरकार  
सूचना प्रौद्योगिकी एवं ई-गवर्नेंस विभाग  
झारखण्ड मंत्रालय, धुर्वा, राँची-4

आदेश

विषय: e-Procurement Portal (Jharkhandtenders.gov.in) में Tender Fee एवं Earnest Money Deposit (EMD) के ऑनलाईन भुगतान के संबंध में।

झारखण्ड राज्य के गठन के पश्चात् राज्य सरकार के विभिन्न कार्य विभागों द्वारा विभिन्न परियोजनाओं के कार्यान्वयन हेतु निविदाओं का निष्पादन PWD Code के प्रावधानों के अनुरूप offline पद्धति के द्वारा कराया जा रहा था। इन निविदाओं के निष्पादन में कतिपय अनियमितताओं तथा अस्वस्थ क्रिया-कलापों यथा सक्षम/इच्छुक निविदाकारों को परिमाण पत्र बिक्री नहीं करना, निविदाकारों के साथ पक्षपात व्यवहार अपनाना, निविदाकार को निविदा डालने से बलपूर्वक रोका जाना तथा निविदा निष्पादन में पारदर्शिता का अभाव होने की शिकायतें समय-समय पर प्राप्त होती रही है।

2. इन समस्याओं के समाधान हेतु सूचना प्रौद्योगिकी एवं ई-गवर्नेंस विभाग के संकल्प संख्या- 1244 दिनांक-30.12.2009 द्वारा निविदा के आमंत्रण तथा निष्पादन हेतु e-Procurement नामक Online Portal की शुरुआत की गई और इसी portal के माध्यम से निविदाओं का निष्पादन किया जा रहा है। इस परियोजना हेतु भारत सरकार की संस्था राष्ट्रीय सूचना विज्ञान केन्द्र (NIC) द्वारा GePNIC सॉफ्टवेयर विकसित किया गया है। इसका क्रियान्वयन NIC, Jharkhand द्वारा किया जा रहा है।

3. समीक्षा के क्रम में यह बात प्रकाश में आई है कि लगभग 14 वर्ष पूर्व मंत्रिपरिषद् द्वारा स्वीकृत प्रस्ताव के अनुरूप निविदा आमंत्रण तथा निष्पादन की प्रक्रिया अभी भी पूर्ण रूपेण online नहीं हो पाई है। आज भी निविदाकार द्वारा Tender Fee तथा Earnest Money Deposit (EMD) से संबंधित Draft offline पद्धति के द्वारा जमा किये जाते हैं। अतः जिन उद्देश्यों हेतु Online Tender System की व्यवस्था लागू की गई थी, उनकी पूर्ति आज भी पूर्ण रूपेण नहीं हो पाई है। फलस्वरूप आज भी समय-समय पर निविदा निष्पादन में अनियमितता बरतने की शिकायतें प्राप्त होती रहती है। अतः यह जरूरी हो गया है कि वर्ष 2009 में मंत्रीपरिषद् द्वारा स्वीकृत Online Tender प्रणाली के जो अंश आज भी offline व्यवस्था से निष्पादित हो रहे हैं, उन्हें बिना किसी विलम्ब के online किया जाय।

4. अतः आवश्यकता इस बात की है कि Online Tender व्यवस्था में Tender Fee तथा EMD का भुगतान भी online पद्धति से सम्पन्न हो। समय-समय पर इस विषयक सम्पन्न बैठकों में इस कार्य को पूर्ण करने का निर्देश सूचना प्रौद्योगिकी एवं ई-गवर्नेंस विभाग को दिया गया जिसके

03/10/2023

फलस्वरूप एक Payment Gateway विकसित किया गया है। State Bank of India से Payment Gateway Integration का कार्य भी पूर्ण हो गया है। इस क्रम में State Bank of India द्वारा Common Collection Pooling Account खोला गया है। इसके आलोक में jharkhandtenders.gov.in पर निविदादाता से Tender Fee तथा EMD ऑनलाईन प्राप्त करने तथा वापस करने की सम्पूर्ण कार्यवाई online पद्धति से सम्पन्न होगी।

5. इसका क्रियान्वयन मुख्यतः JAP-IT, Nodal Agency, NIC, Jharkhand Unit एवं Payment Gateway Integrator, SBI द्वारा किया जायेगा। राज्य के सभी सरकारी कार्य विभागों/संस्थानों/निदेशालयों के उपयोग हेतु यथावश्यक Standard Operating Procedure (SoP) संलग्न है।

6. संकल्प संख्या 1244 दिनांक 30.12. 2009 की कंडिका 5(viii) में यह प्रावधान है कि e-Procurement परियोजना के विभिन्न प्रावधानों तथा पूर्व में निर्गत विभागीय प्रक्रियाओं/नियमावलियों में भिन्नता होने की स्थिति में e-Procurement के प्रावधान प्रभावकारी माने जायेंगे। इसलिए इस व्यवस्था को लागू करने के लिए तत्काल वर्तमान में लागू किसी नियम/कोड/परिपत्र में संशोधन की आवश्यकता नहीं है।

7. यह व्यवस्था दिनांक 16.10.2023 से लागू होगी। इस तिथि के पश्चात् Tender Fee तथा EMD का भुगतान offline पद्धति से स्वीकार्य नहीं होगा।

अनुलग्नक-यथोक्त।

ज्ञापांक- 120

प्रतिलिपि:- मुख्य कार्यपालक पदाधिकारी, जैप-आईटी/ SIO, NIC, राँची को सूचनार्थ एवं आवश्यक कार्यवाई हेतु प्रेषित।

ज्ञापांक- 120

प्रतिलिपि:- सभी अपर मुख्य सचिव/प्रधान सचिव/सभी सचिव, झारखण्ड, राँची को सूचनार्थ एवं आवश्यक कार्यार्थ प्रेषित।

ज्ञापांक- 120

प्रतिलिपि:- मुख्य सचिव, झारखण्ड सरकार को सूचनार्थ प्रेषित।

सरकार के सचिव

राँची, दिनांक- 03.10.2023

सरकार के सचिव

राँची, दिनांक- 03.10.2023

सरकार के सचिव

राँची, दिनांक- 03.10.2023

सरकार के सचिव



GOVERNMENT OF JHARKHAND  
**Information Technology & e-Governance Department**

**Standard Operating Procedure**

**A. Standard Operating Procedure for Online Collection of Tender Fee and Earnest Money Deposit through [jharkhandtenders.gov.in](https://jharkhandtenders.gov.in).**

1. The State Government hereby defines Standard Operating Procedure (SoP) and reporting of the receipt of Tender Fee, Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Jharkhand i.e. <https://jharkhandtenders.gov.in>.
2. Electronic receipt of Tender Fee has been successfully tested by NIC through State Bank of India payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit** (Bid Security) on submission of bids using payment gateway of designated banks i.e., SBI for all Government Departments, State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. as per ANNEXURE-I within State. The process outlines as well as accounting and reporting structure is indicated below:
  - (a) It will be carried out through a single banking transaction by the bidder for multiple payments like Tender Fee and Earnest Money Deposit as applicable.
  - (b) Various payment modes like Internet banking/NEFT/RTGS of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
  - (c) Reporting and accounting of the e-receipts will be made from a single source.
  - (d) Credit of receipts into the Government accounts and to the designated Bank account of the participating Tender Inviting Authority (TIA) indicated in (b) above would be faster.
3. Only those bidders who successfully remit their **Cost of Tender Paper/Tender Fee and Earnest Money Deposit** while submission of bids would be eligible to participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, Nodal Agency, JAP-IT, NIC, Jharkhand Unit and the designated Banks shall not be held responsible for such pendency or failure.

13/10/2019

Page 1 of 8

Scanned with CamScanner

**4. Banking arrangement:**

- (a) Designated Banks (SBI) payment gateway has been integrated with e-Procurement portal of Government of Jharkhand (<http://jharkhandtenders.gov.in>)
- (b) The Designated Banks participating in **electronic receipt, accounting and reporting of Cost of Tender Paper/Tender Fee and Earnest Money Deposit** on submission of bids will nominate a Focal Point Branch called e-FPB at SBI, Project Building Branch who is authorized to collect and collate all e-Receipts. Branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account at any of the bank's branches while making payment.

**5. Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder:**

- (a) **Log on to e-Procurement Portal:** The bidders have to log onto the Jharkhand e-Procurement portal (<https://jharkhandtenders.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
- (b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required prequalification/Technical/Financial bid, as mentioned in the bidding document.
- (c) **Electronic payment of tender paper cost/Tender Fee and EMD:** Then the bidders have to select and submit the bank name as available in the payment options
- A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.
  - A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks.
  - Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account by adding the

account number as mentioned in the challan as an interbank beneficiary. Alternatively, Bidder can pay the challan through his Bank using NEFT/RTGS.

(d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.

(e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.

**6. Settlement and Refund of Cost of Tender Paper/Tender Fee:**

(a) **Cost of Tender Paper:** In respect of Government receipts on account of **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for Nodal Agency, JAP-IT. The MIS will contain an abstract of the cost of tender paper and reference to **Bid Identification Number**. The Nodal department will advise SBI to generate Bank-wise-head-wise challans separately for **Cost of Tender Paper** from e-GRAS portal and instruct the designated Bank to remit the money to the State Government account under different receipt heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made in the respective receipt head of the Government Department.

(b) Similarly, in case of State PSU/ Autonomous bodies and Local Bodies, etc. of the State Government, the cost of Tender Paper, the e-Procurement portal shall generate a MIS for the Nodal Agency, JAP-IT. The MIS shall contain the abstract of the cost of Tender Paper collected with reference to the BID Id number. The Nodal Agency, JAP-IT shall advise bank to generate Challans and instruct designated bank to remit the money to the registered Bank Account of the concerned State PSU/ Autonomous bodies and Local Bodies, etc. of the State Government.

(c) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee to the bidder, in case the tender is



cancelled before opening of Bid as per direction received from TIA through e-Procurement system.

- (d) Bank-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure -I.

**7. Settlement and Refund of Earnest Money Deposit on submission of bids:**

- (a) The Bank will remit the **Earnest Money Deposit** on cancellation of bids to respective bidder's accounts as per direction received from TIA through e-procurement system.
- (b) The Bank will remit the **Earnest Money Deposit** of unsuccessful bidders to respective bidder's accounts as per direction received from TIA through e-procurement system.
- (c) The Bank will remit the **Earnest Money Deposit** to the bank account of successful bidders on submission of Performance Bank Guarantee by him/her as per direction received from TIA through e-procurement system.

**8. Forfeiture of EMD:**

Forfeiture of Earnest Money Deposit on submission of bid of defaulting bidder as per the conditions mentioned in the respective tender.

- a. In case the EMD on submission of Bid is forfeited, the e-Procurement portal will direct the bank to transfer the EMD value from the Collection Pooling account to the registered account of Tender Inviting Authority.
- i. In case of Government Departments, it will be credited through the e-GRAS portal to the authorized Government account.
- ii. In case of the State PSU/ Autonomous bodies and Local Bodies, etc. of the State Government, it will be credited to respective bank account.

**9. Role of the Banks:**

- (a) Make necessary provision/ customizations at their end to enable the provision for online payments/ refunds.
- (b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and



- (e) E-Procurement system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
- (f) Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a particular day.
- (g) e-Procurement system will update the status accordingly in the reconciliation report.

**11. Role of National Informatics Centre, Jharkhand Unit:**

- (a) Customize e-Procurement software and web-pages of Government of Jharkhand (<https://jharkhandtenders.gov.in>) to enable the provision for electronic payment.
- (b) The NIC will modify/ rectify the errors in electronic data relating to the Chart of Account.
- (c) NIC will provide an interface to organizations to download the electronic receipt data.
- (d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorized Banks for enabling automatic refund/settlement of funds.
- (e) NIC shall enable the e-Procurement portal to generate MIS as required for the Nodal Agency, JAP-IT in order to make remittance of tender paper cost to the State Government account using the e-GRAS Portal and other fees.

**12. Role of Cyber Treasury:**

- (a) The cost of the tender paper deposited by the Bank using the e-GRAS Portal will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G (Jharkhand) as per the established process.
- (b) The Cyber Treasury will provide MIS as required to the Department of Finance, Government of Jharkhand for information & record of the electronic remittances made to the State Government account by designated Bank.

**13. Redressal of Public grievances:**

- (a) The Nodal Agency, JAP-IT, National Informatics Centre, Jharkhand Unit and the State Bank of India will have an effective process for dealing with, public complaint for e-Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of

redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.

- (c) The bank shall ensure transfer of funds from the collection pooling account to the Government Head/Current account of PSUs/ULBs etc. within the next bank working day as per the directions generated from e-Procurement portal.
- (d) Bank should provide timely reports and reference details to NIC, Jharkhand Unit & Nodal Agency, JAP-IT enabling them to carry out their role.
- (e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

**10. Role of Nodal Agency, JAP-IT :**

- (a) Communicate requirements of Government Departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to JAP-IT/ National Informatics Centre/ the authorized Banks for mapping/ customization.
- (b) On every working day, the Nodal Agency, JAP-IT shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The nodal Agency, JAP-IT shall advise bank to generate separate online challans from the e-GRAS portal available and issue instruction to the bank for remittance of the receipt to the State Government account using the NEFT/RTGS option as available on e-GRAS portal.
- (c) Nodal Agency, JAP-IT shall monitor the progress of e-Tendering by different Government departments/ State PSUs/ Autonomous Bodies/ ULBs etc. through an MIS. Nodal Agency, JAP-IT shall monitor and send monthly progress reports to the Information Technology & e-Governance Department, Government of Jharkhand.
- (d) The e-Procurement system will generate a consolidated refund & settlement XML file at the end of the day.

13  
03/10/2023

105

receipt of tender paper cost /EMD, either suomoto or on being brought to its notice, the Nodal Agency, JAP-IT, National Informatics Centre, Jharkhand unit, Cyber Treasury and the State Bank of India will promptly take steps for rectification. The e-Focal Point Branch of the participating Banks, National Informatics Centre, Jharkhand Unit, the Nodal Agency, JAP-IT will notify the details of the Help Desk for resolution of any dispute regarding e-Receipt.

**14. Applicability and modification of existing rules/ orders:**

The modalities prescribed in this Standard Operating Procedure (SoP) for downloading of tender paper, submission and rejection of bid, acceptance of Bids as well as refund and forfeiture of earnest deposit will be applicable for electronic submission of bids through e-procurement portal.

**15. This issues with the approval of Competent Authority.**

B  
03/07/2023



झारखण्ड सरकार  
वित्त विभाग  
अधिसूचना

संख्या:-वित्त-36-Proc.Man.-01 / 2024... 972/वि० राँची, दिनांक-19/03/2026

विषय :- राज्य सरकार के विभिन्न विभाग (कार्य विभाग सहित)/ निदेशालय, बोर्ड/निगम, सोसायटी/निकाय इत्यादि द्वारा किये जाने वाले एकरारनामा/कार्यादेश/आपूर्ति आदेश/Standard Bidding Document/F2 Tender Document में e-Bank Guarantee के रूप में प्रतिभूति (Performance Security) प्राप्त करने तथा Dispute Resolution संबंधी प्रावधान अन्तर्वेशित करने तथा 'Jharkhand Procurement of Goods and Services Manual' को एतदर्थ संशोधित करने के संबंध में।

राज्य सरकार के लगभग सभी विभागों के अन्तर्गत विभिन्न प्रकार की सामग्रियों एवं सेवाओं का अधिप्रापण किया जाता है। साथ ही विशेषकर कार्य विभागों द्वारा निर्माण-कार्य आदि से संबंधित कार्यादेश निर्गत किया जाता है। उपर्युक्त उद्देश्यों के लिए झारखण्ड राज्य अथवा राज्य के बाहर के आपूर्तिकर्ताओं/सेवाप्रदाताओं तथा संवेदकों के साथ किये जाने वाले एकरारनामा में बहुधा Arbitration and Conciliation Act, 1996 (यथासंशोधित) के अंतर्गत विवादों के समाधान संबंधी प्रावधानों का समावेश किया जाता है। साथ ही राज्य सरकार द्वारा एकरारनामा/कार्यावंटन/आपूर्ति आदेश निर्गत करने के पूर्व सफल निविदादाताओं से प्रतिभूति (Performance Security) भी प्राप्त की जाती है। उपर्युक्त बिन्दुओं पर दिनांक 13.10.2025 को मुख्य सचिव की अध्यक्षता में सम्पन्न विभिन्न विभागों के सचिव स्तरीय बैठक में विमर्श के दौरान कतिपय प्रक्रियात्मक संशोधन की आवश्यकता महसूस की गयी।

2. सरकार के संज्ञान में ऐसे कई मामले आये हैं जिसमें सरकार का पक्ष सही तरीके से नहीं रखे जाने के कारण Arbitration का Award राज्य सरकार के पक्ष में नहीं हो पाता है। इसके पीछे Arbitration and Conciliation Act, 1996 (यथासंशोधित) के प्रावधानों के प्रति संबंधित पदाधिकारी के समुचित जानकारी का अभाव, Place of Arbitration का राँची से अन्यत्र होने, मामले के ससमय संज्ञान में नहीं आने जैसे कई कारण हैं। राज्य सरकार को Adverse Arbitral awards के कारण आर्थिक क्षति उठानी पड़ती है। Place of Arbitration के राँची से अन्यत्र होने की स्थिति में पदाधिकारियों के यात्रा-भत्ता आदि में भी बड़ी राशि खर्च करना पड़ती है। इसके अतिरिक्त राज्य सरकार को Arbitrator Fee के रूप में भी अत्यधिक व्यय करना पड़ता है।





3. Arbitration and Conciliation Act, 1996 (यथासंशोधित) में प्रदत्त शक्तियों के आलोक में Arbitrator द्वारा राज्य सरकार के विरुद्ध Exorbitant Punitive Rate of Interest अधिरोपित किया गया है। कई मामलों में 18 प्रतिशत वार्षिक चक्रवृद्धि तक की दर पर ब्याज अधिरोपित किया गया है। ऐसे कतिपय दृष्टांत संज्ञान में आये हैं जिनमें मूलधन से कई गुना अधिक ब्याज का भुगतान राज्य सरकार को करना पड़ा है।
4. इसके विपरीत राज्यान्तर्गत सिविल न्यायालयों में राज्य सरकार का पक्ष रखा जाना अपेक्षाकृत सरल एवं कम खर्चीला है। राज्य के सभी जिलों में Civil Courts गठित हैं जिससे राज्य सरकार का पक्ष रखने में न केवल लोक-धन की बल्कि सरकार के बहुमूल्य समय की भी बचत होगी। Civil Suits का पर्यवेक्षण भी विभिन्न विभागों/कार्यालय स्तर से किया जाना आसान है।
5. निष्कर्षतः Arbitration and Conciliation Act, 1996 (यथासंशोधित) के बजाय Civil Suits के माध्यम से मामलों का निष्पादन तुलनात्मक रूप से राज्यहित के अधिक उपयुक्त है। अतः आपूर्तिकर्ताओं/सेवाप्रदाताओं/संवेदकों आदि के साथ किये जाने वाले एकरारनामा/Standard Bidding Document/F2 Tender Agreement में Dispute Resolution के निमित्त यह शर्त सामान्यतः जोड़ी जानी चाहिए—  
“Disputes arising out of this contract shall be subject to jurisdiction of Courts located within state of Jharkhand only.”
6. अपवादिक मामले जिनमें सरकार द्वारा किये जा रहे एकरारनामे में Arbitration Clause रखने की अपरिहार्यता हो, (यथा—World Bank, Asian Development Bank, International Fund for Agricultural Development आदि द्वारा Externally Funded Projects, भारत सरकार के दिशा-निर्देश अथवा अन्य राज्य/देश की सरकार के साथ किये जाने वाले एकरारनामे आदि) वहाँ एकरारनामा में यह शर्त यथासंभव शामिल की जानी चाहिए कि सभी पक्ष राज्य सरकार द्वारा तैयार पैनल से Arbitrators नामित करने हेतु सहमत हैं। साथ ही राज्य सरकार द्वारा किये जा रहे एकरारनामा में Place of Arbitration के लिए झारखण्ड राज्य के अंतर्गत स्थित स्थान को प्राथमिकता दी जाय।
7. विधि विभाग द्वारा एतदर्थ राज्य में वरीय पदाधिकारियों का panel तैयार किया जायेगा जो राज्य सरकार से संबंधित मामलों में Arbitrators की भूमिका निभायेंगे। निष्पक्षता के दृष्टिकोण से यह सुनिश्चित किया जायेगा कि जिस विभाग द्वारा एकरारनामा किया गया है, उस विभाग के Empanelled पदाधिकारी उस मामले विशेष के लिए Arbitrator नामित नहीं किये जा सकेंगे।

9



8. यह आवश्यक है कि राज्य सरकार द्वारा प्रतिभूति (Performance Security Deposit) के रूप में ली जाने वाली Bank Guarantee को Electronic Form में अर्थात् e-Bank Guarantee के रूप में स्वीकार किया जाय।

9. उपर्युक्त परिप्रेक्ष्य में राज्य के विभिन्न विभागों द्वारा वस्तुओं एवं सामग्रियों के अधिप्राप्ति को विनियमित करने हेतु वित्त विभाग के अधिसूचना संख्या 2315 दिनांक 04.10.2024 द्वारा अधिसूचित 'Jharkhand Procurement of Goods and Services Manual' को निम्नवत संशोधित करने का प्रस्ताव है—

(A) 'Jharkhand Procurement of Goods and Services Manual' के 'Chapter-IV Open Competitive Bid Process Management' की कंडिका 6.28.2 को निम्नवत प्रतिस्थापित किया जाता है—

"6.28.2 Performance security shall be furnished by the successful bidder in the electronic form i.e. as e-Bank Guarantee from only those banks which are empanelled by Department of Finance, Government of Jharkhand for handling government business and taking deposits from state government organisations. The procuring entity shall verify the e-BG from online platform as prescribed by the Department of Finance before signing of the agreement."

(B) 'Jharkhand Procurement of Goods and Services Manual' के 'Chapter-V Supplier Relations Management' में कंडिका 9.3 निम्नवत अंतःस्थापित की जाती है—

### **"9.3 Dispute Resolution**

9.3.1 Disputes arising out of application of the provisions of this manual shall be subject to jurisdiction of Courts located within state of Jharkhand only. For a contract in which dispute resolution under Arbitration & Conciliation Act, 1996 (as amended) has been necessitated, a clause may preferably be inserted in the contract that all the parties to the contract agree to nominate an arbitrator from the panel of arbitrators prepared by the Government of Jharkhand. In such cases place for arbitration proceedings will preferably be located within state of Jharkhand. Department of Law, Government of

9.

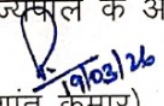


Jharkhand shall notify a panel of arbitrators comprising of senior officers serving under Government of Jharkhand. An officer serving in the department which is party to an arbitration proceeding, shall not be nominated as an arbitrator in that particular arbitration proceeding.

10. सभी कार्य विभागों द्वारा Electronic Bank Guarantee के रूप में Performance Security प्राप्त करने तथा उपर्युक्त वर्णित रीति से 'Dispute Resolution' संबंधी प्रावधान का समावेश विभागीय 'F2 Tender/Standard Bidding Document' में भी किया जायेगा।

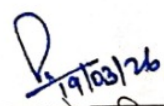
11. उपर्युक्त विषयक वित्त विभागीय संलेख ज्ञापांक 644/वि०, दिनांक 24.02.2026 में निहित प्रस्ताव पर दिनांक 12.03.2026 को सम्पन्न मंत्रिपरिषद की बैठक में मद संख्या-14 के रूप में स्वीकृति प्रदान की गयी है।

झारखण्ड राज्यपाल के आदेश से

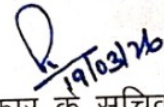
  
(प्रशांत कुमार)

सरकार के सचिव

ज्ञापांक :- वित्त-36-Proc. Man.-01 / 2024..... 972/वि० दिनांक 19/03/2026  
प्रतिलिपि-मुख्य सचिव, झारखण्ड/सभी अपर मुख्य सचिव/प्रधान सचिव/सचिव/विभागाध्यक्ष/उपायुक्त, झारखण्ड को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।

  
सरकार के सचिव

ज्ञापांक :- वित्त-36-Proc. Man.-01 / 2024..... 972/वि० दिनांक 19/03/2026  
प्रतिलिपि-प्रधान महालेखाकार, झारखण्ड, राँची/नोडल पदाधिकारी, ई-गजट, वित्त विभाग, झारखण्ड, राँची/ सभी कोषागार/उप कोषागार पदाधिकारी, झारखण्ड को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।

  
सरकार के सचिव