

# कार्यालय, कार्यपालक अभियंता, एन० आर० ई० पी०, सिमडेगा।

अल्पकालीन ई-निविदा आमंत्रण सूचना

दिनांक - 08.04.2026

ई-निविदा संख्या -01/2026-27/NREP/SIMDEGA

1. कार्य का विवरण :-

क्र०	प्रखण्ड का नाम	कार्य का नाम	प्राक्कलित राशि		परिमाण विपत्र की राशि (रूपये में)	अग्रघन की राशि (रूपये में)	कार्य अवधि
			अंक में (लाख में)	अक्षर में			
1	बानो	Construction of 1360 ft. P.C.C. Road at Village- Kupudana Dongijhariya in Panchayat-Banki, Block-Bano.	24.24261	चौबीस लाख चौबीस हजार दो सौ एकसठ।	5000	48500	90 Days
2	बानो	Construction of PCC Road from Sahubera Panchayat Bhawan to R.C. Middle School, Borkamara main Road.	24.15800	चौबीस लाख पन्द्रह हजार आठ सौ।	5000	48500	90 Days
3	बानो	Construction of PCC Road at Pabuda R.C. Primary School.	10.97900	दस लाख संतानबे हजार नौ सौ।	2500	22000	90 Days
4	बांसजोर	Construction of PCC Road from Bendochua Ganjhutoli to Manjhatoli.	22.91900	बाईस लाख इक्यानबे हजार नौ सौ।	5000	46000	90 Days
5	बांसजोर	Construction of PCC Road from Kombakera Kadopani primary School to Pahantoli.	8.42600	आठ लाख बयालीस हजार छः सौ।	1250	17000	90 Days
6	कुरडेग	Construction of PCC Road from Panchayat bhawan to Rawankhol Korwa Basti, Kurdeg Block, Simdega. Part-A.	24.66600	चौबीस लाख छियासठ हजार छः सौ।	5000	49500	90 Days
7	पाकरटांड	Construction of P.C.C. Road on the Picnic Spot at Basatpur.	12.07671	बारह लाख सात हजार छः सौ एकहत्तर।	2500	24200	90 Days

2	Date of publication of Bid on Website	:- 11.04.2026 at 5:00 PM
3	Mode of Submission of Tender	:- Online Through www.jharkhandtenders.gov.in
4	Bid submission start date	:- 11.04.2026, 5:00 PM onwards
5	Last date and Time of Online submission of Bid	:- 25.04.2026 by 05:00 PM
6	Bid Opening Date and Time	:- 27.04.2026 at 11:00 AM
7	Tender inviting Authority	:- Executive Engineer, N.R.E.P., Simdega

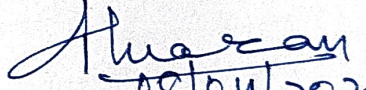
विस्तृत जानकारी वेबसाईट [www.jharkhandtenders.gov.in](http://www.jharkhandtenders.gov.in) एवं कार्यालय के नोटिस बोर्ड पर देखा जा सकता है।

*Amaran*  
08/04/2026  
कार्यापालक अभियंता  
एन० आर० ई० पी०  
सिमडेगा।

## निविदा की शर्तें :-

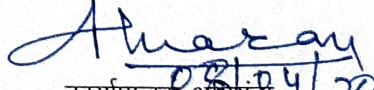
1. निविदा द्वि-पैकेट पद्धति (Technical Bid and Financial Bid) से निष्पादित किया जायेगा।
2. ग्रामीण विकास विभाग एवं पथ निर्माण विभाग, झारखण्ड के अन्तर्गत समुचित श्रेणी में निबंधित संवेदक निविदा में भाग ले सकते हैं।
3. प्राक्कलित राशि घट-बढ़ सकती है।
4. झारखण्ड पथ निर्माण विभाग राँची के संकल्प सं० 2146(S) दिनांक 09.09.2020 के आलोक में 10 प्रतिशत की न्यूनतम अधिसीमा को समाप्त किया जाता है। सम्प्रति 10 प्रतिशत से नीचे के दर की निविदायें अनुमान्य होगी। 10 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 प्रतिशत तथा (ii) 20 प्रतिशत से अधिक Below राशि का 30 प्रतिशत अतिरिक्त जमानत का प्रावधान लागू होगा। निविदाओं का निष्पादन उपरोक्त वर्णित संकल्प के आधार पर होगा।
5. ई-निविदा डालते समय निविदाकारों को
  - i) निबंधन प्रमाण-पत्र Upload करना अनिवार्य होगा।
  - ii) PAN कार्ड Upload करना अनिवार्य होगा।
  - iii) अद्यतन आयकर रिटर्न (पिछले तीन वर्षों का) Upload करना अनिवार्य होगा।
  - iv) अद्यतन GSTIN Clearance (GSTR-3B) Upload करना अनिवार्य होगा।
  - v) उपायुक्त/पुलिस अधिकक द्वारा निर्गत अद्यतन चरित्र प्रमाण-पत्र (निविदा डालने की तिथि तक की वैद्यता आवश्यक) Upload करना अनिवार्य होगा।
  - vi) कार्य में प्रयुक्त होने वाले मशीन एवं उपकरण यथा Needle/Surface Vibrator, Hydraulic Excavator, Concrete Mixture Machine and Water Tanker के स्वामित्व संबंधी प्रमाण-पत्र (Voucher) तथा हलफनामा Upload करना अनिवार्य होगा।
  - vii) निविदाकार को निविदा में निकाले गये कार्य के मूल्य का 50% (पचास प्रतिशत) मूल्य {पिछले तीन वित्तीय वर्षों में (01.04.2023 के बाद का)} Same कार्य का कार्य अनुभव प्रमाण पत्र Upload करना अनिवार्य होगा।
  - viii) Technical Personal {Degree (Civil) Holder-01, Diploma (Civil) Holder-01} के नियोजन संबंधि अद्यतन हलफनामा/शपथ पत्र (Both Party) Upload करना अनिवार्य होगा।
  - ix) Technical Persons का सुस्पष्ट Mark Sheet एवं Final/Provisional Passing Certificate Upload करना अनिवार्य होगा।
  - x) Technical Persons का पहचान पत्र (आधार कार्ड/वोटर कार्ड/ड्राईविंग लाईसेंस/पासपोर्ट) एवं मोबाईल नम्बर Upload करना अनिवार्य होगा।
  - xi) Hiring/Leasing पर लिए जाने वाले मशीन एवं उपकरण को वर्तमान कार्य हेतु उपयोग के संबंध में उक्त मशीन एवं उपकरण के मूल स्वामी द्वारा अद्यतन हलफनामा (Affidavit) Upload किया जाना अनिवार्य होगा।
  - xii) अद्यतन (Updated) UCAN Verification Certificate Upload करना अनिवार्य होगा। UCAN की वैद्यता निविदा डालने की तिथि तक होना आवश्यक है।
  - xiii) काली सूची में दर्ज नहीं होने संबंधी अद्यतन प्रमाण-पत्र/हलफनामा Upload करना अनिवार्य होगा।
  - xiv) निविदा में Bank Solvency Certificate (Annexure-3) Technical Bid में Upload करना अनिवार्य होगा।
  - xv) निविदाकार को Form of Bid (Section-VI) Financial Bid में डालना अनिवार्य होगा। BOQ और Form of Bid में समान दर नहीं होने की स्थिति में निविदाकार के निविदा को Reject कर दिया जायेगा।
  - xvi) ई-निविदा में भाग लेने वाले संवेदक द्वारा एन0आर0ई0पी0 विभाग में कोई भी कार्य तय एकरारनामा अवधि के उपरान्त लंबित नहीं है इस आशय का शपथ पत्र Upload करना अनिवार्य होगा अन्यथा उनके निविदा पर विचार नहीं किया जायेगा।
6. शपथ पत्र/हलफनामा ई-निविदा प्रकाशन की तिथि के बाद का होना अनिवार्य है।
7. जिन संवेदकों का नाम किसी भी विभाग द्वारा निर्गत डिबार सूची (Debar List) में अंकित है उनके द्वारा समर्पित ई-निविदा पर कोई विचार नहीं किया जायेगा तथा उसे अमान्य करार दिया जायेगा।
8. विशेष परिस्थिति में किसी भी ग्रुप के निविदा में सफल दो या दो से अधिक निविदाकारों का समान दर होने की स्थिति में लॉटरी के माध्यम से कार्य आवंटन की प्रक्रिया की जायेगी।
9. किसी प्रकार की दर बढ़ोतरी (प्राइस रिकालेशन) अनुमान्य नहीं होगा।
10. शर्तयुक्त निविदा मान्य नहीं होगी।

11. संवेदक जिस कार्य के लिए निविदा डालने के लिए इच्छुक हैं, वें स्वयं स्थल भ्रमण एवं सर्वे कर देख लें तथा उसकी स्थिति से संतुष्ट होने के बाद ही निविदा में भाग लें। भविष्य में इस संबंध में कोई भी शिकायत नहीं सुनी जायेगी।
12. ई-निविदा आमंत्रण सूचना एवं निविदा शर्तें एकरारनामा का अंग होगा।
13. बिना कारण बताये एक या सभी कार्य की निविदा को रद्द करने का अधिकार सक्षम पदाधिकारी/विभाग के पास सुरक्षित होगा।
14. कार्य संबंधित विशेष जानकारी हेतु किसी भी कार्य दिवस में कार्यपालक अभियंता, एन0आर0ई0पी0, सिमडेगा कार्यालय से प्राप्त किया जा सकता है।
15. कार्य में प्रयुक्त होनेवाले सामग्रियों, छड़, सीमेंट, स्टोन मेटल, स्टोन चिप्स इत्यादि विशिष्टियों के अनुरूप कार्यस्थल पर संवेदक को स्वयं आपूर्ति करना होगा। सीमेंट एवं छड़ की खरीदगी संवेदक को कार्यपालक अभियंता द्वारा अनुमोदित कम्पनी से करनी होगी, ताकि इसकी गुणवत्ता पर नियंत्रण रखा जा सके।
16. निर्माण सामग्री एवं संबंधित कार्य की गुणवत्ता की जाँच प्रयोगशाला में करने का व्यय संवेदक को स्वयं वहन करना होगा।
17. निधि उपलब्ध रहने पर ही कार्यों का भुगतान किया जायेगा, इसके लिए दावा मान्य नहीं होगा।
18. कार्य स्थल पर संवेदक को सिमेंटेड साईनबोर्ड/शिलापट्ट लगाना होगा जो विभाग द्वारा अनुमोदित होगा।
19. कार्य समाप्ति के बाद कार्य का त्रुटिपूर्ण दायित्व अवधि (Defect Liability Period) एक वर्ष का होगा।
20. सफल निविदादाता को निविदा के निष्पादन के पश्चात् Letter of Acceptance के निर्गत तिथि से एक सप्ताह (07 दिनों) के अंदर जमानत की राशि किसी भी राष्ट्रीयकृत बैंक द्वारा निर्गत Fixed Deposit (15 Months) के रूप में जमा करते हुए एकरारनामा निश्चित रूप से कर लेना होगा अन्यथा उनके पक्ष में स्वीकृत आदेश को रद्द कर दिया जायेगा एवं दुसरे न्यूनतम दरदाता के नाम कार्य आवंटित कर दिया जायेगा।
21. संवेदक को एकरारनामा करने के समय कार्य योजना देना अनिवार्य है, जो एकरारनामा का हिस्सा होगा तथा वर्क प्रोग्राम के अनुसार ही कार्य की प्रगति लानी होगी।
22. निर्माण कार्य में लगे श्रमीकों को श्रम विभाग द्वारा निर्धारित न्यूनतम मजदूरी का भुगतान करना अनिवार्य होगा।
23. संवेदक के विपत्र से आयकर, GST, रॉयल्टी, राजस्व आदि के अलावा सरकार के आदेशानुसार 01 प्रतिशत राशि लेबर सेस हेतु कटौती की जायेगी। सरकार के द्वारा किसी प्रकार कर में वृद्धि की जाती है तो वह शर्त एकरारनामा पर लागू होगा तदानुसार कटौती की जायेगी।
24. राशि का भुगतान जिला योजना अनावद्ध निधि के संशोधित मार्गदर्शिका के ज्ञापांक 1094 यो0वि0, दिनांक 16.08.2024 के आलोक में जिला योजना अनावद्ध निधि योजना अन्तर्गत सरकार द्वारा निर्गत मार्गदर्शिका के अन्तर्गत निहित प्रावधानों के आलोक में प्राक्कलन में वर्णित विशिष्टियों एवं गुणवत्ता के साथ कार्य करने के आधार पर किया जायेगा।

  
 08/04/2026  
 कार्यपालक अभियंता  
 एन0 आर0 ई0 पी0  
 सिमडेगा

ज्ञापांक-124/NREP दिनांक-08-04-2026

प्रातिलिपि :-जिला सूचना एवं जनसम्पर्क पदाधिकारी, सिमडेगा को जिला स्तरीय समाचार पत्रों में लगातार दो दिनों तक प्रकाशित करने हेतु सीडी के साथ समर्पित। पत्र की प्रतिलिपि को सीडी के साथ मिलान कर लिया गया है।

  
 08/04/2026  
 कार्यपालक अभियंता  
 एन0 आर0 ई0 पी0  
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**Government of Jharkhand**  
**RURAL WORKS DEPARTMENT**  
**(N.R.E.P., SIMDEGA)**



**Standard Bid Document**  
**For**  
**CIVIL WORKS**

**NAME OF WORK:**

**Construction of 1360 ft. P.C.C. Road  
at Village- Kupudana Dongijhariya in  
Panchayat-Banki, Block-Bano.**

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## SECTION -I

### List of Important Dates of Bids

S. No.	Name of Work:	Construction of 1360 ft. P.C.C. Road at Village- Kupudana Dongijhariya in Panchayat-Banki, Block-Bano. (Name of Schemes. As mentioned in NIT)
1	Completion period for work	90 (Ninety) Days
2	Defect Liability period	Defect Liability Period shall be as below after the actual date of completion. (a) 1(One) years for Construction/ widening and strengthening work
3	Mode of Submission of tender	Online through <a href="http://www.jharkhandtenders.gov.in">www.jharkhandtenders.gov.in</a>
4	Period of downloading of Bidding Document	Start Date: 11-04-2026 Time:5.00 PM
		End Date: 25-04-2026 Time:5.00 PM
5	Bids online Submission	Start Date: 11-04-2026 Time:5.00 PM
		End Date: 25-04-2026 Time:5.00 PM
6	Bid Opening Date	Date: 27-04-2026 Time:11.00 AM
<b>Officer Inviting Bids</b>		<b>Executive Engineer</b>
		<b>NREP, Simdega</b>
		<b>Address: Samaharanalaya, C Block, 1st Floor, Room No.-08 Kolebira Road, Simdega-835223</b>

**Government of Jharkhand**

**Rural Works Department**

**OFFICE OF THE EXECUTIVE ENGINEER, N.R.E.P., SIMDEGA**

**Collectoriate Building, 'C' Block, 1st Floor, Room No.-08 Khuntitoli, Simdega -835223**

**e-Procurement Notice**

e-Tender Reference No.:01/2026-27/NREP/SIMDEGA

Dated : 08.04.2026

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

Sl. No.	Name of the work and Identification No./Package No.	Estimated cost, (in lakhs)	Earnest money (in lakhs)	Cost of tender Paper (in Rs)	Class of Contractor	Time of completion	Tender Call No.	Name of the concerned office
1	2	3	4	5	6	7	8	9
1	Construction of 1360 ft. P.C.C. Road at Village- Kupudana Dongijhariya in Panchayat-Banki, Block-Bano.  NREP/SIMDEGA/ 01/01/2026-27	24.24261	0.48500	5000	III	90 (Ninety) Days	1	Executive Engineer, N.R.E.P., Simdega

**Note:- Updated estimated cost and earnest money should be taken as mentioned in the website.**

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

Sl. No.	Procurement Officer	Place of Opening	Availability of tender on-line for bidding		Date & Time of opening of tender
			From	To	
1	2	3	4	5	6
1	Executive Engineer, N.R.E.P., Simdega	Through Online (Collectoriate Building, 'C' Block, 1st Floor, Room No.-08 Khuntitoli, Simdega -835223)	Date 11-04-2026 Time 5.00 PM	Date 25-04-2026 Time 05.00 PM	Date 27-04-2026 Time 11.00 AM

3. **Agreement with Bidders selected through e-Procurement shall be eventually drawn in PWD form No.-F2.(Modified)**

4. The work shall be completed in all respect in 90 (Ninety) Days from the date of written order to commence the work. The items of work, plan, specifications or any information in connection with the work can be seen in the office of the Executive Engineer, N.R.E.P., Simdega on any working day during office hours before submitting bid.

5. Tender fee and Earnest Money Deposit (EMD)

**5.1 Tender Fees:** Non-refundable amount of ₹ 5,000.00 (Rupees Five Thousand Only) through online portal.

**5.2 EMD (Earnest Money Deposit):** ₹ 48,500.00 (Rupees Forty Eight Thousand Five Hundred only) through online portal. Refund will be issued to the originated bank account used for the payment of tender fee and EMD. So, bidders are advised NOT to close bank account used for online payment (NEFT/RTGS) of tender fee and EMD.

**5.3** The EMD of the unsuccessful Tenders will be refunded within a reasonable time, consistent with the rules and regulations.

**5.4** The EMD amount held, till it is returned to the unsuccessful bidders, will not earn any interest thereof.

**5.5** In case the bid is withdrawn by the successful bidder after it is opened, EMD will be forfeited.

**5.6** The Successful Bidder/Bidders (L1) have to submit Performance Security Deposit @ 5% of total agreement value in form of Fixed Deposit (For 15 Months) of Nationalized Bank duly Pledged in Favor Of Executive Engineer, N.R.E.P. Simdega at the time of agreement.

- 6 In case the overall rates quoted by the tenderer/bidder is more than 10% (Ten Percent) below of BOQ rate, this shall also be treated as workable & the tender shall be treated as valid tender

- 7 It will be obligatory on the part of the tenderer to keep their offer open for acceptance for a period of 90 days from the date of opening of the tender.

- 8 Tenderer(s) shall enclose scanned copy of his/her/their registration & exemption certificate (if any) in absence of which the tender(s) may not be considered.
- 9 Complete GST Registration Certificate papers of Contractor (with GST up-to-date clearance) shall be submitted by the tenderer, otherwise it may be rejected.
- 10 Bidders are supposed to get the valid Labour License after the allotment of work vide Labour Department Notification No.-814, Ranchi dated- 27.04.2012.
- 11 Bidder/Tenderer shall show evidence of ownership of major construction equipment named in ITB or affidavit (from both parties) regarding arrangement of major construction equipment (Named in ITB) on hire/lease/buying.
- 12 Affidavit regarding qualifications of technical personnel proposed for the Contract.
- 13 Authority reserves the right to reject any or all the tender(s) received without assigning any reasons thereof.
- 14 In the case of successful tenderer (hereinafter called contractor) the amount of E.M. will be transferred towards Initial Security Deposit in such a manner so that the security deposit will form part of 5% of the approved amount of the approved tender & the remaining 5% shall be recoverable from the subsequent bills of the contractor.
- 15 10 (दस) प्रतिशत से अधिक न्यून निविदाओं के लिए प0नि0वि के संकल्प संख्या-2146(s) दिनांक 09-09-2020 के अनुसार **Additional Performance Security** के रूप में परिमाण विपत्र की राशि से – (i) 10% से 20% प्रतिशत **below** तक की राशि का 20% तथा (ii) 20% प्रतिशत से अधिक **below** तक की राशि का 30% राशि निविदा के समय जमा करना होगा। निविदाओं का निश्पादन उपरोक्त वर्णित संकल्प के आधार पर होगा।
- 16 The Earnest Money of the successful tenderer (hereinafter called the contractor) which accompany the tender will be forfeited in case the tenderer declines to sign the agreement or fails to deposit Security Money within 7 days of being called upon to do so, otherwise second lowest tenderer shall be recommended for award of work after forfeiting the Earnest Money of successful tenderer.
- 17 Materials used for the work like bricks, steel, cement, metal, chips etc. shall be supplied by the contractor himself at the site as per the specification.
- 18 उपरोक्त वर्णित कार्य/कार्यों के निविदा प्रतियोगिता में भाग लेने हेतु निविदाकारों को ग्रामीण विकास विभाग (ग्रामीण कार्य मामले) एवं पथ निर्माण विभाग, झारखण्ड के अन्तर्गत समुचित श्रेणी में निबंधित होना अनिवार्य होगा।
- 19 The contractor shall bear the cost of test for the quality of construction materials i.e. Stone metal, moorum, chips, bricks etc. from the approved Laboratory. The payment shall be made for the bill raised against the executed work after receiving the quality test report.
- 20 Tenderer shall satisfy itself and acquainted with the site conditions before participating in the tender.
- 21 No price escalation shall be allowed.
- 22 It shall be essential to pay the minimum labour wages fixed by the Labour Department to the labour engaged in the construction work.
- 23 Conditional tender shall not be valid/accepted.
  - (a) Bids of the tenderers whose name is in the Debarlist/Blacklist of any department of Government/Central Government Undertaking/MES or equivalent will not be considered valid.

- 24 Bids of the tenderers having the works pending/delayed more than 3 (three) months beyond stipulated agreement time in N.R.E.P., Simdega will not be considered valid.
- 25 Affidavit regarding no work is pending beyond stipulated agreement time of the work shall be given by the tenderer.
- 26 It shall be essential to provide the work program (bar chart) at the time of agreement which shall be a part of agreement and the work shall be executed as per the submitted work program.
- 27 Defect Liability Period shall be as below after the actual date of completion.  
(a) 1(One) years for Construction/widening and strengthening work.
- 28 1% (One percent) Labour cess shall be deducted as per the order of Government besides deduction of Income tax, GST, Royalty, Revenue from the bill of Contractor as per existing rules of State/Central Government.
- 29 UCAN registration is mandatory for the bidder as per Engineer-in-chief, RWD, Jharkhand letter no.-1347(Encl.) dated-21.04.2014. They shall enclose scanned copy of his/her/their UCAN registration, in absence of which the bidder(s) may not be considered. The registration in the department using which bidder is taking part in the bid must be included in UCAN certificate.
- 30 If there is difference in rate mentioned in BOQ and Form of bid, the tender of the concerned bidder shall be treated cancelled.
- 31 The illegible uploaded tender document will not be considered.
- 32 Corrigendum/ Addendum/ Corrections, if any, will be published only in the website- <http://jharkhandtenders.gov.in>
- 33 The N.I.T. along with BOQ, general rules, conditions of contract and special conditions of contract, copies of which are available on the website .
- 34 A time period of 03 (Three) days from the date of opening of the bid will be available during which any bidder may submit complaint which shall be considered for resolution.

No claim for the complaint will be entertained after the said defined time period.

- 35 सफल निविदाकारों में से निविदा का निष्पादन पथ निर्माण विभाग के संकल्प संख्या 2146 (s) दिनांक 09.09.2020 के आलोक में किया जाएगा।
- 36 For a particular work one contractor can submit only one bid. Submission of more than one bid by one contractor for the same work will be rejected.

<http://jharkhandtenders.gov.in> will form part of the contract document.

Executive Engineer  
N.R.E.P., Simdega.

# **SECTION – II**

**(Instructions to Bidders)**

## SECTION – II

### Instructions to Bidders

#### A. Detailed instructions & documents to be furnished for online bidding

1. The guidelines to submit bid online can be downloaded from website "<http://jharkhandtenders.gov.in> "
2. The interested bidders can download the bid from the website "<http://jharkhandtenders.gov.in> "
3. To participate in bidding process, bidders 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 above mentioned digital signature certificate from any approved vendors (CCA). Bidders, who already possess valid Digital Certificates, need not to procure new Digital Certificate.
4. The bidders have to submit their bids online in electronic format. No proposal will be accepted in physical form.
5. Bids will be opened on line as per time schedule mentioned.
6. Bidders should get ready with the scanned copies of cost of documents & EMD as specified in the tender document. Before submission of online bids. Bidders must ensure that scanned copy of all the necessary documents have been attached with bid.
7. 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.
8. The department will not be responsible for delay in online submission due to any reason whatsoever.
9. All the required information for bid must be filled and submitted online.
10. Other details can be seen in the bidding documents.
11. Only online withdrawal or modification of bids, if any, in pursuance of relevant clauses of the Bidding Document is acceptable.

## B. Details of documents to be furnished for online bidding

1. Scanned copies of the following documents to be up-loaded in .pdf format on the website "<http://jharkhandtenders.gov.in> "

- i) निबंधन प्रमाण-पत्र Upload करना अनिवार्य होगा।
- ii) PAN कार्ड Upload करना अनिवार्य होगा।
- iii) अद्यतन आयकर रिटर्न (पिछले तीन वर्षों का) Upload करना अनिवार्य होगा।
- iv) अद्यतन GSTIN Clearance (GSTR-3B) Upload करना अनिवार्य होगा।
- v) उपायुक्त/पुलिस अधीक्षक द्वारा निर्गत अद्यतन चरित्र प्रमाण-पत्र (निविदा डालने की तिथि तक की वैधता आवश्यक) Upload करना अनिवार्य होगा।
- vi) कार्य में प्रयुक्त होने वाले मशीन एवं उपकरण यथा Needle/SurfaceVibrator, Hydraulic Excavator, Concrete Mixture Machine and Water Tanker के स्वामित्व संबंधी प्रमाण-पत्र (Voucher) तथा हलफनामा Upload करना अनिवार्य होगा।
- vii) निविदाकार को निविदा में निकाले गये कार्य के मूल्य का 50% (पचास प्रतिशत) मूल्य {पिछले तीन वित्तीय वर्षों में (01.04.2023 के बाद का)} Same कार्य का कार्य अनुभव प्रमाण पत्र Upload करना अनिवार्य होगा।
- viii) Technical Personal {Degree (Civil) Holder-01, Diploma (Civil) Holder-01} के नियोजन संबंधी अद्यतन हलफनामा/शपथ पत्र (Both Party) Upload करना अनिवार्य होगा।
- ix) Technical Persons का सुस्पष्ट Mark Sheet एवं Final/Provisional Passing Certificate Upload करना अनिवार्य होगा।
- x) Technical Persons का पहचान पत्र (आधार कार्ड/वोटर कार्ड/ड्राइविंग लाईसेंस/पासपोर्ट) एवं मोबाईल नम्बर Upload करना अनिवार्य होगा।
- xi) Hiring/Leasing पर लिए जाने वाले मशीन एवं उपकरण को वर्तमान कार्य हेतु उपयोग के संबंध में उक्त मशीन एवं उपकरण के मूल स्वामी द्वारा अद्यतन हलफनामा (Affidavit) Upload किया जाना अनिवार्य होगा।
- xii) अद्यतन (Updated) UCAN Verification Certificate Upload करना अनिवार्य होगा। UCAN की वैधता निविदा डालने की तिथि तक होना आवश्यक है।
- xiii) काली सूची में दर्ज नहीं होने संबंधी अद्यतन प्रमाण-पत्र/हलफनामा Upload करना अनिवार्य होगा।
- xiv) निविदा में Bank Solvency Certificate (Annexure-3) Technical Bid में Upload करना अनिवार्य होगा।
- xv) निविदाकार को Form of Bid (Section-VI) Financial Bid में डालना अनिवार्य होगा। BOQ और Form of Bid में समान दर नहीं होने की स्थिति में निविदाकार के निविदा को Reject कर दिया जायेगा।
- xvi) ई-निविदा में भाग लेने वाले संवेदक द्वारा एन0आर0ई0पी0 विभाग में कोई भी कार्य तय एकरारनामा अवधि के उपरान्त लंबित नहीं है इस आशय का शपथ पत्र Upload करना अनिवार्य होगा अन्यथा उनके निविदा पर विचार नहीं किया जायेगा।
- xvii) शपथ पत्र/हलफनामा ई-निविदा प्रकाशन की तिथि के बाद का होना अनिवार्य है।
- xviii) Power of attorney submitted if required (Registered & validity).
- xix) Bank Credit facilities. (Annexure 3).
- xx) Undertaking for validity of bid for 90 days.
- xxi) Bidder/Tenderer shall show evidence of ownership of major construction equipment named in ITB or affidavit (from both parties) regarding arrangement of major construction equipment (Named in ITB) on hire/lease/buying.

<b><u>List of Plant and Machineries owned / leased / hired by the contractor</u></b>		
<b>S.N.</b>	<b>Plant and Machineries</b>	<b>Required Number as per bid value (From 0.10 Crore to 1.00 Crore)</b>
1	Vibrator	1
2	Concrete mixture (0.28 – 0.40 cum capacity).	1
3	Tipper 10 Tone Capacity/Truck	-
4	Road Roller 80-100 KN/Tandem Roller/Vibratory Roller	-
5	Water Tanker	1
6	Hydraulic Excavator 0.90 cum bucket capacity/Dozer D-50/Front End Loader	1

xxii) Detail information of technical staff deployed.

<b>Sl.No.</b>	<b>List of Technical Personnel</b>	<b>Qualification</b>	<b>Experience in years (Minimum)</b>	<b>No. of technical person required</b>
				<b>From 0.10 Cr to 1.00 Cr</b>
i.	Project Manager	B.E./B.Tech/ B.Sc. Engg. (Civil)	3	-
ii.	Graduate Engineer	B.E./B.Tech/ B.Sc. Engg. (Civil)	2	1
iii.	Diploma Engineer	Diploma in Civil Engg.	2	1
iv.	Technicians	Science Graduate/ Diploma Engineer	-	-

xxiii) Information on current litigation or arbitration.

xxiv) Proposed Programme (time schedule). Descriptions, drawings, and charts as necessary, to comply with the requirements of the bidding documents.

xxv) Name, address, and telephone telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

2. Duly filled BOQ in .xls format & Form of bid in .pdf (as per Annexure in Section-VI)
3. Uploaded documents of valid successful bidders will be verified with the original before signing the agreement. The valid successful bidder has to provide the originals to the concerned authority on receipt of such letter, which will be issued to him.
4. Bid Document is to be uploaded by the bidder. The bidder has to give affidavit stating agree/ disagree on the conditions in the Bid Document. The bidder who disagree on the conditions of Bid Document, cannot participate in the tender.
5. The BOQ, General Rules, Conditions of Contract, and Special Conditions of Contract shall be part of contract.

Executive Engineer  
N.R.E.P, Simdega.

## **SECTION – III**

### **Part-1**

#### **(GENERAL RULES)**

### **SECTION – III**

#### **Part-1**

##### **GENERAL RULES**

- 2.1 Bidders have to fill in all such information as required in the tender documents
- 2.2 The rates quoted by the tenderer shall be inclusive of Income Tax, GST, Royalty or any other

state and Central Taxes. Provisional or conditional tender shall not be accepted.

- 2.3 The tenderer shall be presumed to have carefully examined the conditions of the contract and specifications of the work. The tenderer will also be deemed to have inspected the work site and to have satisfied himself/herself/themselves independently as to the nature, extent and practicality of all works and required road approaches & other means of communication & access to the site, lands, buildings, available for accommodation that may be required for temporary purpose in connection with the contract of work, as also availability of construction materials, location of work site including its climate and other geological characteristics, availability of skilled, semi-skilled and unskilled labourers. The consequences of the lack of necessary knowledge will be borne entirely by tenderer.
- 2.4 Generally, Ministry of Rural Development (MORD) Specification for Rural road, IRC:SP:20-2002 and Specifications for Road & Bridge works (4th Revision) of Ministry of Road Transport & Highways, Government of India (MORT&H) (which could be purchased from The Secretary, Indian Roads Congress, Jamnagar House, Shahjahan Road, New Delhi - 110011) in force would be followed for the execution of works. Those works or item of works, which are not covered by MORD, IRC:SP:20-2002 and MORT&H specifications, shall be executed as per direction of E/I.
- 2.5 The tenderer shall submit a programme of the execution of the work along with the tender.
- 2.6 The tenderer will maintain watch guards for the safety of the materials, if any, supplied by the department at his own cost.
- 2.7 All labourers engaged in the work are to be paid the wages by contractor as per Minimum Wages Act in force at the time of execution of this work.
- 2.8 The tenderer will provide to the labourers, huts for shelter, drinking water and medical facilities at site and keep the site clean at his own cost.
- 2.9 On receipt of the written order from the **Executive Engineer, N.R.E.P., Simdega** the successful tenderer will first deposit the amount of initial security deposit (ISD) within the specified period of Seven days and then enter into an agreement with Executive Engineer on the basis of the stipulation in the approved tender documents before the issue of work order.
- 2.10 Conditional tenders will not be accepted.

# **SECTION-III**

## **Part-2**

**(SPECIAL CONDITIONS FOR F2 CONTRACT)**

## SECTION-III

### Part-2

#### SPECIAL CONDITIONS FOR F2 CONTRACT

- 3.1 The successful tenderer (hereinafter called the Contractor) must maintain a site order book (issued by the Executive Engineer of concerned division) at each work site which will be produced when asked for by the departmental officers for needful. This book must at all times be available at the site and should be produced before any inspecting or supervising officer without fail. The instructions given in the site order book shall be complied by the contractor. A copy of the same should be kept by the J.E. The site order book may be submitted to E.E with running account bills, if required, but must be submitted with final bill.
- 3.2 The contractor should always remain available at the work site, but where it is not so possible for him to do so, he must appoint a representative for the purpose who would be duly authorized by the contractor to receive instructions and carry out instruction of departmental officers, and also to receive letters. He may also delegate to him any other power as he thinks fit, but in every case he will inform to executing office immediately in writing.
- 3.3 The Royalty clearance certificate for mines/minerals used in the work must be produced with the every bill, production of royalty clearance certificate along with the final bill is a must, failing which final bill will neither be passed nor paid, and for such non-payment or delay in payment, the whole and sole responsibility will be of the contractor alone.
- 3.5 The contractor shall provide sufficient plant, equipments and labour and shall work such hours and shifts as may be necessary to maintain the progress schedule. The working and shift hours shall comply with all Government, rules and regulations in force from time to time during the entire period of execution of the contract work.
- 3.6 The contractor should get the sample of all the materials approved by the E/I, before collecting the same for use at work site. The sample in sealed glass jars shall be kept in the custody of the E/I.
- 3.7 The contractor shall have to get tested the strength of cement concrete (both plain & reinforced) for each days casting as per IRC codes. Achievement of the prescribed cube strength is a must. The cost of concrete cubes moulds, curing, carriage of cubes to and from the testing laboratory and all other incidental charges incurred in this regard shall be borne by the contractor.
- 3.8 The contractor shall conduct as many tests on materials, intermediate products such as bitumen mix or the final work as require under the MORD, IRC:SP:20-2002 and MORT&H specification at his own cost. He shall also if required by the E/I, arrange for such test. If the quality of materials appears to be inferior or the portion of the work is found to be defective or unsound, the contractor may be asked to remove and or pull down and re-execute the same at his own cost. The contractor shall bear all costs in this regard, without any relaxation in regard to period of contract.
- 3.9 It will be obligatory for the contractor to keep a properly equipped testing laboratory

near the work site at his own cost, where he will get the samples tested as per relevant IRC Code.

- 3.10 All rejected materials will have to be removed from the site by the contractor, after their rejection, within seven days from the date of written order of E.E, failing which the E.E will get these removed in whatsoever manner he thinks fit and will recover the cost involved for such removal from the contract or after lapse of seven days time.
- 3.11 If the actual lead of materials like stone metal, stone chips, boulder, bricks, sand moorum etc., is found to be less than the lead provided in the BOQ, then its payment will be made proportionately on reduced rate . (Reduction in rate will be made in the ratio of approved rate and rate provided in the BOQ remaining the same).
- 3.12 It will be essential to do all items of road works (Original work) in sequence in a scientific manner. It should not be organized in a haphazard way such as collection of materials in some Kilometer, box - cutting in other Kilometers, consolidation work in patches etc. simultaneously Kilo meter -wise, quantity- wise always from one end to the other, so that the complete road is available for use in one stretch from that very end after completing the work in particular Kilo meter then only works in next kilometer would be taken up.
- 3.13 The department reserves the right of omitting or suspending the construction or changing site etc., if considered necessary at any stage.
- 3.14 The work incidental to items included in the BOQ shall not be paid extra and the tendered rates are deemed to include these: -
  - (i) Setting out works, profile, layout etc.
  - (ii) Vent battering and Benching or excavation of foundation trenches.
  - (iii) Excavation for insertion of planking and shuttering.
  - (iv) Forming (or leaving) step in sides of deep excavation & their removal after measurement.
  - (v) Bailing out rain water/and or surface water in case the excavated foundation trenches were filled up by these during entire period of construction.
  - (vi) Removing slips or fells in excavation.
  - (vii) Making vats, platform, channel etc.
  - (viii) Forming (or leaving Tell-tale or witness in borrow pits and their removal after measurement. However deduction will be made in quantity of Earthwork for those.
- 3.15 The contractor may use his own/leased/hired machinery for completion of the work within the time stipulated in the contract, the carriage of machinery to different sites under this contract from one place to another for this work will be the responsibility of the contractor and all expenses in this regard will be born by him.
- 3.16 CLAIM SHALL NOT BE ADMISSIBLE under following circumstances : -

- a) Extra items of work done without written order of competent departmental officer.
  - b) In case of sudden fluctuation and / or increase in rates of labour, materials, royalty, various taxes, railway freight, fuel, lubricants, carriage cost etc. at any stage of the work
  - c) Non-availability of labour of any category required for the work
  - d) Labour /machineries/Staffs sitting idle due to any reason / cases.
  - e) Delay in communication regarding any changes or modification in design, drawing, specification, alteration & addition etc.
  - g) Loss sustained due to :-
    - 1) Acts of enemies including agitation by Public and Riot.
    - 2) Transportation and Procurement difficulties.
    - 3) Natural Calamities.
    - 4) Any other circumstances beyond human control.
- 3.17 Extension of time, if justified, may be granted by the different competent officers for different periods of time, for different types and values of works as per rules / circulars /guidelines in force. Otherwise penalty for non -fulfillment of the contract may be imposed, after giving due consideration for poor progress at different stages of works without valid and satisfactory reasons. The Officer granting such extension of time has the full liberty to weigh & examine the circumstances which led to such requirement for fulfillment of contract, and use his own discretion for passing final orders, which shall be treated as final and shall be binding and conclusive on the contractor.
- 3.18 Defect Liability Period shall be as below after the actual date of completion.
- (a) 1(One) years for Construction/widening and strengthening work
  - (b) 1(one) year for surface renewal
  - (c) 6 (Months) for ordinary repair
- Contractors will have to rectify all minor and major construction defects and failure appeared at his own cost during this period.
- 3.19 The contractor shall be solely responsible for any damage or loss of public property due to negligence of their labourers and other staff and the damage loss should be made good at his/her own cost.
- 3.20 The progress of work should strictly be maintained according to the programme already submitted.

# **SECTION-IV**

**(Qualification Information)**

**SECTION-IV**

**Qualification Information**

**Notes on Form of Qualification Information**

The information to be filled in by bidders in the following pages will be used for purposes of post-qualification as provided for in Clause-B of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary.

1. Individual Bidders

<b>1.1</b>	Constitution or legal status of Bidder:  Place of registration:  Principal place of business:  Power of attorney of signatory of Bid:	[attach copy]
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1.2 Availability of Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below.

Item of Equipment	Description, make, and age(Years), and capacity	Condition(new, good, poor) and number available	Owned, leased(from whom?), or to be purchased

1.3 Qualifications of technical personnel proposed for the Contract.

Position	Name	Qualification	Years of experience		
			Road	Building	Other

**1.4** Evidence of access to financial resources (10% of the amount of BOQ) to meet the qualification requirements: cash in hand, lines of credit, List below and attach copies of support documents (Sample format attached). \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**1.5** Name, address, and telephone telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

\_\_\_\_\_

\_\_\_\_\_

**1.6** Information on current litigation in which the Bidder is involved.

Name of Other party(s)	Cause of dispute	Litigation where (Court/arbitration)	Amount involved

**1.7** Proposed Programme (time schedule). Descriptions, drawings, and charts as necessary, to comply with the requirements of the bidding documents.

Signature and seal of  
Authorized signatory

# **SECTION-V**

## **Standard Forms**

**Annexure-1,**

**Annexure-2,**

**Annexure-3,**

**Annexure-4.**

**SECTION-V**

**Annexure-1**

**FORM OF BANK GUARANTEE (UNCONDITIONAL)  
FROM A SCHEDULED PUBLIC SECTOR BANK AS EARNEST MONEY**

(To be stamped in accordance with the Stamp Act, if any)

WHEREAS .....(Name of Bidder)

(Hereinafter called the Bidder) has submitted his Bid dated ..... for the construction of ..... (Name of work)

KNOW ALL MEN by these presents that We (Name of Bank) .....

- a) Having our registered office at .....(hereinafter called "the Bank") are bound to Executive Engineer, N.R.E.P., Simdega.....(here in after called the "the Employer's Representative) in the sum of Rs. ....(Rs.....)\* for which payment well and truly to be made to "Executive Engineer, N.R.E.P., Simdega,....." the Bank binds itself, his successors and assign these presents.

SEALED with the common seal of the said Bank this day of .....20.....

THE CONDITIONS of this obligation are:

- 1. If after Bid opening the Bidder withdraws or modified his Bid during the period of Bid validity specified in the Bid/Tender Document, or
- 2. If the Bidder having been notified of the acceptance of his Bid/Tender by the Executive Engineer, N.R.E.P.,..... during the period of Bid Validity:
  - a) fails or refuses to execute the F2 Agreement, or
  - b) fails or refuses to furnish the Security Deposit, in accordance with the condition of Contract.

We undertake to pay to the Employer's Representative up to the above amount upon receipt of his first written demand, without the Employer's Representative having to substantiate his demand, provided that in his demand the Employer's Representative will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred conditions(s).

This guarantee will remain in force unto and including the date (.....)\*\* mentioned in NIT/ITB or as it may be extended by the Executive Engineer, N.R.E.P.,....., notice

of which extension(s) to the Bank is hereby waived, and any demand in respect of this guarantee should reach the Bank not later than the above date.

SIGNATURE OF AUTHORISED  
OFFICER OF THE BANK

NAME :

DESIGNATION :

SEAL :

---

\*The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should not be less than as shown in Notice inviting Tender/ Instruction to Bidder.

\*\* As per NIT/ITB, validity shall be 180days+45days (total 225 days) from date of opening of Bid  
which is .....

**SECTION-V**

**Annexure-2**

**Affidavit**

(Sample format)

I,.....S/o.....  
.....Address.....  
..... of ..... (Name of the Firm) do  
here by solemnly affirm as follow:

1. That all papers submitted by me in the BID of e-tender reference number.....dated.....for .....(Name of work) is correct to the best of my knowledge. At any stage if it, is found that the information given is not genuine or any of the papers submitted by me is not correct, department is free to forfeit my EMD and may initiate process of blacklisting against the firm.
2. That I have read the Bid Document and I am accepting all terms and condition as mentioned in it.
3. That I have not employed any retired government servant in my firm.
4. That no near relative (Husband/Wife/Mother/Father/Own Brother or Sister) is working as Divisional Accountant or Junior Engineer or higher of this post in this Circle area in Rural Works Department, Jharkhand.
5. That I/my firm/Company is not black listed or debarred anywhere.
6. That I/my firm/company have not any current litigation or arbitration.
7. That I/my firm/company have no work pending beyond 6(six) months after the completion time of the work.
8. That my bid validity is ..... days from the date of opening of the bid.

Sworn and signed on .....

I .....do hereby declare that above statements are true and correct.

Deponent

Identified by

**Annexure-3**

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

**BANK CERTIFICATE**

This is to certify that M/s ..... is a  
reputed contractor 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.

Signature of Bank Manager .....

Address of the Bank .....

Stamp of the Bank

- Note :**
1. Certificate should be on the letter head of the bank.
  2. Amount is 10 % of the amount of BOQ.
  3. Certificate shall not be more than three months old.

**Annexure-4**

**FORM OF BANK GUARANTEE (UNCONDITIONAL) FROM A SCHEDULED PUBLIC SECTOR BANK FOR SECURITY DEPOSITE**

**(To be stamped in accordance with the Stamp Act, if any)**

To

The Executive Engineer,  
-----

WHEREAS..... (Name and Address of the Contractor)

(Hereinafter called "the Contractor") has undertaken, in pursuance of Letter of Acceptance to the contractor to execute the contract for construction .....

.....(*name of work*) under .....

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 this obligations 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) Rs.....(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 and argument, any sum or sums within the limits (amount of guarantee) Rs.....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 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 you 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 a date 45 days after the expiry of Defect Liability Period after intended completion date.

Signature and Seal of Authorized  
Officer of the Bank.....

Name of Bank.....

Address.....

Date.....

---

\*\*\*An amount in Rupees is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

**SECTION-VI**  
**(Form of Bid)**

**SECTION-VI**  
**Form of Bid**  
**Notes on Form of Bid**

The Bidder shall fill in and submit this Bid form with the financial Bid.

THE TENDERERS ARE REQUIRED TO QUOTE THEIR RATES IN THE FOLLOWING  
MANNER

**Description of the Works:-**

**Identification Number of the Works:**

1. I/we offer to execute the works described above and remedy any defects therein, in conformity with the Conditions of Contract, specifications, drawings, Bill of Quantities and Addenda for the rate quoted as below:-

1(a)..... % (percent) above on the Estimated rate as written in the  
Bill of Quantity”

1(b)..... % (percent) below on the Estimated rate as written in the  
Bill of Quantity”

1(c) On the Estimated rate as written in Bill of Quantity

**{Strike- out the above Items which are not applicable}**

2. We undertake to commence the works on receiving the Notice to Proceed with work in accordance with the contract documents.

3. This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Earnest money required by the bidding documents and specified in the Appendix to ITB.

Dated .....

Signature of the Tenderer

Authorised Signatory in the capacity of .....

Address of Communication: .....

Mobile No.....

Telephone No.(s) Office:.....

Facsimile (Fax) No.....

Electronic Mail Identification (E-mail ID) .....

# **SECTION – VII**

## **BOQ TEMPLATE FOR PERCENTAGE RATE CONTRACT**

**SECTION – VII**

**BOQ TEMPLATE FOR PERCENTAGE RATE CONTRACT**

**Tender Inviting Authority: EXECUTIVE ENGINEER,**

**N.R.E.P.,**

**SIMDEGA**

Name of Work :

Contract No. : Civil Works

Bidder Name		Excess ( +)	0.00	%			
SCHEDULE OF WORKS							
Sl. No.	Description of work	No. or Qty.	Unit	Estimated rate		Amount	
				Figure	Words	Rs.	P.
Total Estimated cost in Figures							
Quoted Rate in Figure							
Quoted rate in Words							

Bill of Quantities for percentage rate bids

Sl. No.	Description of item (with brief specification and reference to book of specification)	Quantity	Unit	Rate	Amount
1	A. Work Portion	As separately attached			

Signature

Notes:

1 The Schedule of rate is the schedule (Bill of quantities) given above for work portion. Contractor shall quote his offer on the grand total for work portion.

2 Wherever there is any discrepancy between the rate entered in the Bill of Quantities and the Schedule of Rates as per Note-1above, the rate of Schedule of Rates will apply.

# **SECTION – VIII**

**JHARKHAND PUBLIC WORKS DEPARTMENT**

**[Form No. F-2)**

**ITEM RATE TENDER AND CONTRACT FOR WORKS**

**General Rule and Direction for the guidance of Contractors**

**JHARKHAND PUBLIC WORKS DEPARTMENT****[Form No. F-2)****ITEM RATE TENDER AND CONTRACT FOR WORKS****General Rule and Direction for the guidance of Contractors**

1. All Works proposed for executing by contract will be notified in form of invitation to tender passed on a board hung up in the office of the signed by the Sub-divisional Office/Executive Engineer.

This notice will state the work to be carried out the items and approximate quantities thereof as well as the date for submitting and opening tenders also, amount of earnest money to be deposited and the amount of the security deposit to be deposited by the successful tenderer and the percentage |If any to be deducted from bills, copies of the specifications, designs and any other documents required in connection with the submission of tender signed for the purpose of identification by the Su-divisional Office/Executive Engineer shall also be open for inspection by the contractor at the office of the sub divisional officer/Executive Engineer during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member there of or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-authorizing him to do so.

3. Receipt of payments made on account of work when executed by a firm must also by signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipt must be signed in the name of the firm by one of partners, or by some other person having authority to given effectual receipt for the firm.

4. The memorandum of work tendered or and the memorandum of materials to be supplied by the Public Works Department and their issue rates shall be filled in and completed in the Office of the Sub divisional office/Executive Engineer before the tender form is issued. If a form is issued to intending tender without having been so filled in and completed, he shall request the office to have this done before he complete and delivers his tender

5. The amount of earnest money to be deposited at the time of agreement will be as mentioned in NIT.

If the amount estimate does not exceed Rs. 2,000	... ..	50
If the amount of the estimate exceeds Rs. 2,000 but does not exceed Rs. 5,000	... ..	100
If the amount of the estimate exceeds Rs. 5,000 but does not exceed Rs. 10,000	... ..	200
For each additional Rs. 5,000 or portion of Rs. 5,000	... ..	100
Additional earnest money ... ..	... ..	100

6. Any Person who submits a tender shall fill up the usual printed form stating there to what rate he is willing to undertake each item of the work. Incomplete tender and tenders which propose any alteration in the work specified in the said form of invitation tenders, or which contain any other conditions of any sort of omit to note the time within which the work can be finished, of which are not accompanied by the treasury challan for the required earnest money will liable to rejection. No single tender shall include more than one work. Contractors who will be tender for two or more works shall submit a separate tender for each Tender shall bear the name of the work to which they refer written outside the envelop. Cash deposits for earnest money here in before mentioned shall be made in Government Treasury on and the challan there of should be enclosed with the tender.

7. The Engineer or his duly authorized assistant will open the tender in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders a comparative statements in a suitable form. In the event of a tender being rejected the challan for the earnest money forwarded there will shall there upon be returned to the tender with a pay order for the amount of the earnest money.

8. The Engineer shall have the right of rejecting all or any of the tenders.

9. In the event of a tender being selected for acceptance the Engineer who opened the tenders will, if he is competent to accept the tender, inform the tender or the selected tender who shall thereupon sign copies of the specification & other documents mentioned in rules 1 and 4 for the purpose of identification and for his acceptance with the tender. The tender of the selected tender shall also deposit the required amount of the security money within the prescribed time. If the tenderer fails to deposit the required amount of the security money within the prescribed time. The Engineer may reject the tender.

If the Engineer is not competent to accept the tender himself, he will inform the tender of the tender which he decides to, recommend for acceptance. Such tenderer shall thereupon sign forth with copies of the specification and other documents mentioned in rules 1 and 4 and shall deposit the required amount of the security money within the prescribed time. The tender with the, specification and other documents signed by the tenderer will then be forwarded for acceptance and the security money deposited shall be refunded to the tenderer.

10. When a tender is selected for acceptance the tender shall deposit the required amount of the security money in each in the treasury and shall forward the challan to the Executive Engineer, Government securities may be endorsed to the Executive Engineer lieu of a cash deposit of the required amount of the security money. No tender shall be finally accepted until the required amount of the security money has been deposited.

11.(a) The amount of security money to be deposited by the tenderer whose tender is selected for acceptance shall be 10% of the agreement value of the work & towards this, amount the earnest money already deposited by him shall be credit. At least half of this security inclusive of the earnest money shall be deposited by the tenderer within such time as may be notified to him in writing by the officer opening tender, failing which the tender shall be liable to rejection.

Any balance to the security money outstanding after completion of the contract with the tenderer may be made up by deduction of 5% of the amount of each payment to be made to him under clause 7 of the conditions of contract of work done under the contract.

11. (b) 10 (दस) प्रतिशत से अधिकन्यून निविदाओं के लिए प0नि0वि के संकल्प संख्या-2146(s) दिनांक 09.09.2020 के अनुसार **Additional Performance Security** के रूप में परिमाण विपत्र की राशि से – (i) 10% से 20% प्रतिशत **below** तक की राशि का 20% तथा (ii) 20% प्रतिशत से अधिक **below** तक की राशि का 30% राशि एकरारनामा के समय जमा करना होगा।

12. When a tender has been selected for acceptance & the required amount of the security money has been deposited the Engineer shall scrutinize all pages of the form of item, rate tender & contract for works to see that the form has been properly filled up and signed by the contractor & the signature witnessed. He shall then if he is competent, to accept the tender, sign the acceptance of the tender, or, if he is not so competent shall send the form for signature of the acceptance of the officer competent of accept it

TENDER FOR WORKS

I/We hereby tender for the execution for the Governor for Jharkhand of the work specified in the underwritten memorandum at the rates specified therein within a period of year month from the date of written order to commence and in accordance in all respects with the specifications designs, drawing and other documents referred to rule hereof the subjects of the annexed conditions of contract and with such materials as are provided for the and in other respects in accordance with such conditions so far as applicable.

MEMORANDUM

(a) If several sub-works are included they should be detained in separate list. [a] Name of work.....

[b] Estimated cost.....

(b) This deposit will be 5% of the estimated cost of the work [c] Earnest money.....

[d] Initial security deposits (including earnest money) to be deposited before the commencement of work.....

(c) This percentage deduction from bill will be credited to the contractors security deposit [e] Percentage to be deducted from bills Rs. 5% (Rupees five percent)

[f] Time required for the work from date of written order commenced.....monthly

[g] Date of written order of commence

[h] Total number of item of work tendered for

Item No.	Item of work	RATE TENDERED		Per
		In figures	In words	

1				
---	--	--	--	--

Item No.	Item of work	RATE TENDERED		Per
		In figures	In works	

--	--	--	--	--

Schedule XLV-Form No.61

(8)

Should this tender be accepted I/We hereby agree to

abide by and full all the terms and provisions of the said conditions of contract annexed hereto so for as applicable or insure in office the sum of money mentioned in the said conditions.

Dated the                      day of    20....

Signature of contractor be-  
fore commission of tender

Witness:-

Address:-

Occupation

The above tender is hereby accepted by me on behalf of  
the Governor of Jharkhand.

Dated the                      day of    20....

Signature of witness to  
Contractor's signature

Signature of the office

Accepting the tender

Acceptances communicated on.....

Signature of the party

Taking the tender

# CONDITIONS OF CONTRACT

## Clause 1:-

Compensation

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

## Clause 2:-

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

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

## Clause 3:-

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

Action when personal security deposit forfeited

(a) To rescind the contract ( of which rescind notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive

evidence) and in which case the security deposit of the contractor shall start forfeited and be absolutely at the disposal of Government.

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

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

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagement, or made advances on account of or with a view to execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, contractor shall not be entitled to recover or be paid any sum of any work there-to-fore actually performed under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the value payable in respect thereof and he shall only entitle to be paid the values so certified.

**Clause 4:-**

In any case in which any of the powers, conferred upon the Executive Engineer by clause 3 thereof shall have become exercisable and the same shall not be exercised the non-exercise thereof shall not constitute waiver of the conditions here and such power shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected in the event of the Executive Engineer putting in force the powers vested in him under the proceeding clause he may, if so desires, take possession of all or any tools, plants, materials and store, in or

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

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

upon the works of the site thereof or belonging to the contractor or procured by him and intended to be for the execution of the work or any part thereof paying or allowing for the same in the contract at the account rates, or in case of these not being applicable at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final, otherwise the executive Engineer whose certificate thereof shall be final, otherwise the Executive Engineer may notice in writing to the contractor or his clerk of the work, foreman or other authorized agent require him to remove such tools, plants, materials or stores from the premises within a time to be specified in such notice) and in the event to the contractor failing to comply with any such requisition the Executive Engineer may remove them at the contractor expense or sell them by action or private sale on account of the contractor expense or sell them by action or private sale on account of the contractor and at his risk in all respect, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale be final and conclusive against the contractor.

**Clause 5:-**

If the contractor shall desire any extension of the time for completion of the work, on the ground of his having been unavoidably hindered in its execution or on any other ground other than those mentioned in clause 12(a) he shall apply in writing to the Executive Engineer within 40 days from the date of starting of the hindrance on account of which he desires such extension as aforesaid and the Executive Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown there of authorized such extension of time, if any as may in his opinion be necessary or proper. The Executive Engineer shall at the same time inform the contractor whether he claims compensation for the delay.

Extension to time

**Clause 6:-**

On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (herein after called the Engineer-in-charge) of such completion, but not such certificate be given, not shall be work nor shall the work be considered to be complete until the contractor shall have remove from the area of the premises (to be distinctly marked by the Executive Engineer in the site plan) on which the work shall be executed all scaffolding surplus materials, and rubbish, and cleaned of the dirt from all wood-work, doors, windows, walls, floors or other parts of any building, in upon or about which the work is to be executed, or which he may have been measured by the officer of the Public Work Department in accordance with rules of Department whose measurements shall be binding and conclusive against the contractor, If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for completion the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as the

Final certificate

Stores supplied by  
Government

thinks fit and clean of such dirt as aforesaid and the contractor shall forth with pay amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually realized by the sale there of.

**Clause 7:-**

Extension of time in  
consequence of alterations

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

A bill shall be submitted by the contractor each month or before the date fixed by the Engineer-in-charge for all work executed in the previous months and the Engineer-in-charge or his subordinate shall take the requisite measurement for the purpose of having the same verified and the claim , as for as admissible, adjusted, if possible, before the expiry of the days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge or his subordinate shall measure up the said work in the presence of the contractor whose countersignature on the measurement list will be sufficient warrant, and the Engineer-in-charge or his subordinate shall prepare at bill form such list which be binding to the contractor in all respects. Provided that, if any balance of the 10% security is outstanding from each such payment shall be deducted so much not exceeding 5% may be necessary to make up the balance of the security. All such intermediate payment to the contractor shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed and shall not precede the reputing of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed or recreated be considered as an admission of due performance of the contractor, determine or affect in anyway the powers of the Engineer-in-charge under these condition or any of them as so the final settlement or adjustment of the accounts or in any other way very or affect the contract.

**Clause 8:-**

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

**Clause 9:-**

If the specification or estimate of the work provides for the use of any special description of material to be supplied from the Engineer-in-charges stores or if it is required that the contractor shall use certain stores to be provided be the Engineer-in-charge under the conditions of this contract or(such materials and stores, and the prices to be charged therefore as herein after mentioned being so far as practicable for convenience of the contractor, but not so as in any way to control the meaning or effect of this contract are specified in schedule or memorandum here to annexed) the contractor shall be supplied with such materials and stores noted in the annexed such schedule required form time to time to be used by him for the purposes of the contract, only and the value of

the full quantity of materials and stores so supplied at the only and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule may be set off or deducted from any sums then due or thereafter to become due to the contractor under the contract or otherwise, or against or from the security deposit, or the proceed of sale thereof, if the same is held in Government security the same or sufficient portion thereof in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall not on any accounts be removed from this site of the work and shall at all times be open to inspections by the Engineer-in-charge. Any such materials unused and in correctly in good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-charges store, at the prevailing market rate or at the issue rate whichever is less if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials unless with such consent and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage to or any such materials.

Alteration in specifications and designs.

**Clause 10:-**

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

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

drawings and instructions as aforesaid.

**Clause 11:-**

Engineer-in-charge shall have power to make any alteration in additions to the original specification, drawings and instructions that may appear to him to be necessary or advisable during the progress of the work. The contractor shall be bound to carry out the work in accordance with any instructions , which may be given to him in writing signed by the Engineer-in-charge , and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do for completion of the work shall be extended in the proportion that the additional work. The time for completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as

Do not in validate contract executed accordance with specification drawing other etc.

Action and compensation payable in case of bad work

to such proportion and to the additional work includes any class of work, for which no rates is specified in this contractor then such class of work shall be carried out at the rates entered in the sanctioned schedule or rates of the locality during the period when the work is being carried on and if such last mentioned class of work is not entered in the schedule of rates of the district then the contractor shall within seven days of the dated of his receipt of the order to carry out the work inform the Engineer-in-charge does the rates which in his intention to charge for such class of work and if the Engineer –in-charge does not agree to this rate he shall be noticed in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provide always that if the contract shall commence work or in our any expenditure in regard thereof before the rate shall have been determine as lastly herein before mentioned then and in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge in the event of a disputes the decision of the superintending engineer of the circle will be final.

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

#### **Clause 12:-**

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

If at any time after the commencement of the work the Government of Jharkhand shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage. Which he might have derived from the execution of the work in full, but which he did not derive in conquence of the full amount of the work not having been carried out neither shall be have any claim for compensation by reason of any alternation having been made in the original specification, drawing, designs and instruction which shall involve any installment of the works as originally contemplated clause 12(a) As contained in GO 1929 dated11.09.56.

Clause 12 :-(a)

The contractor shall not be entitled to claim any compensation for loss suffered by him on account of delay by or on behalf of Government in the supply of materials as stores which the Government may have undertaken to supply where such failure is due to:-

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

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

**Clause 13:-**

Notice to be given before work is covered up.

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

**Clause 14:-**

All work under or in course of execution or executed in presence of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have a responsible agent duly accredited in writing present for that purpose. Order given to the contractor's agent duly accredited in writing present for that purpose. Order given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

**Clause 15:-**

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

**Clause 16:-**

If the contractor or his work-people, or servants shall break, deface injure or destroy any part of a building in which they may be working or any building, road, road curves, fence enclosure water pipes, cables, drains electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous on which the work or any part of it is being executed or if any damage shall happen to the work. While in progress from any cause whatsoever or any imperfection become apparent in if within defect liability period 1 (One) Year after a certificate final or other of its completion shall have been given by the Engineer-in-charge as aforesaid the contractor shall make the same good at his own expense, or in default, the Engineer-in-charge may cause the same to be made be good by other work men and deduct the expense of which time thereafter may become due to the contractor, or from his security deposit, or the proceed of sale there of or of a sufficient portion thereof the security deposit at the contractor shall not be refunded before the expiry of defect liability period 1 (One) Year after the issue of the certificate final or otherwise of completion of work provided that in the case of a road work if in the opinion of the Engineer-in-charge behalf of the security deposit will be refundable after three months of the issue of the said certificate of completion.

Contractor liable  
damage done and for  
imperfection a  
months after  
certificate  
Contractor to supply to  
plant, ladder,  
scaffolding etc.

Work to be open to  
inspection

**Clause 17:-**

The contractor shall supply at his own cost all materials(except such special materials) if any as may in accordance with the contract be supplied from the Engineer-in-charge's stores) plants , tools , application, implements, ladders, cordage tackle scaffolding and temporary works requisites or proper for the proper execution of the work whether original, altered or substituted and whether include in the specification or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for purpose of satisfying or complying with the requirement of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied which he is entitled to require together with carriage

Contractor or responsible  
Agents to be present

And is Liable for damage arising from non-provision of lights fencing etc.

therefore to and form the work. The contractor shall also supply without charge the requisite number of person with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract from his security deposit or the proceeds of sale thereof or a sufficient portion thereof. The contractor shall

also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear to expenses of defense of every suit action or other proceeding at law that may be bought by any person for injury sustained owing to neglect of the above precautions and to any such person of which may with the consent of the contractor be paid to compromise any claim by any such person.

**Clause 18:-**

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

Work not to be subject

The executive Engineer shall have the right to enquire into the case and decide any complaint alleging that the wages paid by the contractor to any labourer for the work done by such labour is less than the wages paid for similar work in the neighborhood. The officer-in-charge of the work shall have the right to decide whether any labourer employed by contractor is below the age to twelve years and to refuse to allow any labourer whom he decided to be below the age of twelve years to be employed by the contractor.

**Clause 19:-**

The contractor shall not be assigned or subject without the written approval of the Executive Engineer And if the contractor shall assignor subject his contract or attempt so to do or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt so to or if any bribe, gratuity, gift loaned, perquisite , reward or advantage, pecuniary of otherwise, shall either directly or indirectly be given promised, or offered by the contractor or any of his servant or agents to any public officer or person in the employ of Government any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract Executive Engineer may thereupon by notice in writing rescind the contract the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequence disposal of Government and the same consequences shall ensure as if the contract had been resident under clause

3 here of, in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed the under the contract.

**Clause 20:-**

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

**Clause 21:-**

Lump-sum in estimate

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

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

**Clause 22:-**

Action where no specification Such payable by way of compensation to be considered reasonable compensation without reference to actual loss.

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

**Clause 23:-**

Charge-in constitution of fit

Deleted vide Bihar R.C.D. Letter No. A2/Rule 08/92-6113(S) dt.18.11.1992.(a)

**Clause 24:-**

Contract may be rescinded and security deposit forfeited for subletting bribes or if contractor Become insolvent.

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

**Clause 25:-**

Works to be under direction  
of superintending engineer.

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

**Clause 26:-**

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

**Clause 27:-**

The terms and conditions of the agreement have been read/explained to me and .....certify.....clearly understand them.

Witness

Contractor

Definitions of works