



**Government of Jharkhand**  
**Zila Parishad, Dhanbad**

**BIDDING DOCUMENT**

**FOR**

**CONSTRUCTION & DEVELOPMENT WORKS**

**Name of Work :**

**Construction of Primary Health Centre at JOGTA, Block -  
Baghmara District - Dhanbad (Jharkhand)**

**NIT Ref. No. 26/2025-26/DE/ZPDH/DHANBAD/2nd Call  
(Group No-01)**

**Estimated Cost :- Rs. 1,42,99,847.33**

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**INVITATION FOR BID  
(IFB)**

# OFFICE OF THE DISTRICT ENGINEER

Zila Parishad, **Dhanbad**

e-Procurement Notice

**NIT Ref. No. 26/2025-26/DE/ZPDH/DHANBAD/2nd Call**

1	Name of work	<b>Construction of Primary Health Centre at JOGTA, Block -Baghmara District - Dhanbad (Jharkhand)</b>
2.	Estimated Cost (Rs.)	<b>1,42,99,847.33</b>
3.	Time of Completion	<b>12 (Twelve) Months</b>
4	Date of Publication of Tender on website	<b>16.05.2026</b>
5.	Last date/Time for receipt of online bids	<b>23.05.2026 (05:00 PM)</b>
6	Bid Opening	<b>25.05.2026 (03:00 PM)</b>
7	Name & address of office Inviting tender	<b>District Engineer, ZilaParishad, Dhanbad.</b>
8	Contact Number of Procurement officer	<b>9431396945</b>
9.	Helpline number of e-Procurement cell	<b>8789239315</b>

Note : **No hardcopy/Physical copy is required to be submitted for tender opening/Evaluation. However ZP Dhanbad/Department may ask original documents for verification before award of contract.**

1. Tender Fee and EMD will be received through online mode only. Bidders can use Internet Banking facility for faster processing of tender fee and EMD. Alternatively, Bidders can use NEFT/RTGS Challan generated for the tender from [www.jharkhandtenders.gov.in](http://www.jharkhandtenders.gov.in) portal
2. Refund will only be issued to the originated bank account use 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.
3. L-1 Bidder online EMD submitted amount will be refunded in the same bank account through which online tender fee and EMD fee payment has been done after AOC process.

**District Engineer,  
ZilaParishad Dhanbad**

# Instructions to Bidders

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"](http://Jharkhandtenders.gov.in).
2. The interested bidders can download the bid from the website ["http://Jharkhandtenders.gov.in"](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 mention 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 with digital Signature. The bids without digital signature will not be accepted. No proposal will be accepted in physical form.
5. Bids will be opened online as per time schedule mentioned in section 1
6. Deleted.
7. **Tender Fee and EMD will be received through online mode only. Bidders can use internet banking facility for faster processing of Tender fee and EMD. Alternatively, Bidders can use NEFT/RTGS challan generated for the tender from <https://jharkhandtenders.gov.in> portal.**
8. 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.
9. The department will not be responsible for delay in online submission due to any reason.
10. All the required information for bid must be filled and submitted online.
11. Other details can be seen in the bidding documents.
12. Agreement will be done on F2 form (Schedule XLV – Form No. – 61) and the tender document will be part of agreement.
13. Bidders are requested to lodge their objections in writing, if any, within 05 (Five) days after technical evaluation. Objections received after five days will not be entertained.
14. Bidders are supposed to get valid Labour License after their allotment of work vide Labour Department Notification No. 814, Ranchi dated 27.04.2012.
15. 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.

16. पथ निर्माण विभाग, झारखण्ड, राँची के संकल्प सं० 2146(s) दिनांक 09.09.2020 में निहित प्रावधान के आलोक में :-
- Bill of Quantity (BoQ) का 10% (दस प्रतिशत) से नीचे के दर की निविदाएँ अनुमान्य होंगी।
  - वैध एवं समान दर की निविदाओं के मामले में निविदा का निष्पादन पारदर्शी तरीके से लॉटरी (Lottery) की पद्धति द्वारा की जाएगी।

## **B. Details of documents to be furnished for only bidding**

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

### **Part A**

**Tender Fee and EMD will be received through online mode only. Bidders can use internet banking facility for faster processing of Tender fee and EMD. Alternatively, Bidders can use NEFT/RTGS challan generated for the tender from <https://jharkhandtenders.gov.in> portal.**

- G.S.T. Registration
- GST Clearance certificate GSTR-3B.
- PAN Card
- Income Tax Return of last three assessment years.
- Financial Turnover of previous three Financial Years. (Audited by C.A with UDIN No.)
- Registration certificate (**Zila Parishad, Dhanbad**)
- Character Certificate (if validity will be not mentioned then validity will be one year in the Character Certificate issued by Deputy Commissioner).
- Affidavit regarding validity and correctness of information furnished by bidder in the bid.
- Affidavit regarding no relation with concerned departmental authority.
- Declaration as per Affidavit-Section-X & Annex-II (Attached annexed)
- UCAN Registration Certificate.
- Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of not less than the amount Rs. **14.299 Lakh** specified in the Appendix to ITB; [10% of the contract amount on bank letter head in the prescribed format] (Ceilling with 100)
- Affidavit regarding technical staff deployed.
- Annual Turnover duly certified by Chartered Accountant of last five financial years of civil works.
- Power of attorney submitted with authorized signatory, if required.
- Undertaking about details of Laboratory equipment/Machinery equipment.
- Undertaking of bidder that he/she is able to invest minimum cash upto the 25% as defined in ITB.
- Information regarding employment of retired govt. officer in his employment.
- Electrical License (Authorized sub-let if needed)
- Undertaking for validity of bid for 180 days.

## **B – Financial Bid – (Finance Cover)**

Duly Quoted & digitally signed Bill of Quantity (BoQ) in the file supplied by employer in .xls format shall be uploaded.

**2. Scanned Copies of the Certificates showing details of similar nature of works, work in hand and machineries owned or possessed on hire as per the enclosed formats should be uploaded after converting the same to .pdf format.**

i. Format-I: Any Civil of works executed (Clause 1.3.1 of Section II)

ii. Format-II: Work in hand & bids already submitted (Clause 1.4 (A) Clause 1.4 B Section-II)

iii. Format-III: Machineries owned / brought on hire. (Clause 1.5 (b) of Section II)

iv. Format-IV; Information of current litigation or arbitration if any. (Clause 1.10 Section II) (The details of the Format is enclosed in section II)

**3. Duly filled in & digitally signed BOQ.**

**4. 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 sent through registered post.**

**5. Bidding document is not to be uploaded by the bidder. The bidder has to give affidavit stating agree / disagree on the conditions in the Bidding Document. The bidders who disagree on the conditions of Bidding Document, can't participate in the tender.**

**6. Bidders who have been allotted works during this financial year and have not completed the work, will not be able to apply for this tender. Their candidature will not be considered for the bid. The Bidder will have to give affidavit that he/she does not have any incomplete work in this division.**

Sd/-  
District Engineer,  
Zila Parishad, Dhanbad.

**OFFICE OF THE ZILA PARISHAD, DHANBAD.**  
**e-Procurement Notice**

e-Tender Reference No.:-

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 Zila Parishad, Dhanbad Government of Jharkhand. The Bid shall be submitted online in the website <http://Jharkhandtenders.gov.in> The bidder(s) should have necessary portal enrolment with their own Digital Signature Certificate.

Sl. No.	Name of the work	Estimated cost (B.O.Q) (Rs.)	Earnest Money	Cost of tender Paper (Rs)	Class of Contractor	Time of completion	Name of the concerned office
1	2	3	4	5	6	7	8
1	Construction of Primary Health Centre at JOGTA, Block - Baghmara District - Dhanbad (Jharkhand)	1,42,99,847.33	286000.00	10000.00	II	12 (Twelve) Month	District Engineer, Zila Parishad, Dhanbad

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:-

Procurement Officer	Place of Opening	Availability of tender on-line for bidding		Date & Time opening of tender
		From	To	
1	2	3	4	5
District Engineer, Zila Parishad, Dhanbad	Zila Parishad, Dhanbad	Date 16.05.2026 Time :05.00 PM	Date 23.05.2026 Time : 5.00 PM	Date 25.05.2026 Time : 03:00 PM

3. Agreement with Bidders selected through e-Procurement shall be eventually drawn in PWD form No.-F2.
4. The work shall be completed in all respect in **As Per NIT** mention months 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 District Engineer, Zila Parisha, Dhanbad on any working day during office hours before submitting bid.
1. **Tender Fee and EMD will be received through online mode only. Bidders can use internet banking facility for faster processing of Tender fee and EMD. Alternatively, Bidders can use NEFT/RTGS challan generated for the tender from <https://jharkhandtenders.gov.in> portal.**
- 6.1 Tenderer(s) shall enclose scanned copy of his/her/their registration & UCAN Registration Certificate in absence of which the tender(s) may not be considered.
- 6.2 **The Rate/amount quoted by bidder below than 10% either in SOR item or non S.O.R. item separately will be consider as per the PWD letter no. 2146(s) date 09.09.2020 Rate/amount quoted by bidder, in case of paisa should be within two digits.**
7. Contractor should attach up to date GST/ Income Tax Certificate.
8. Authority reserves the right to reject any or all the tender(s) received or to allot the work to one or more contractor(s) without assigning any reasons thereof.
9. 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 and also as per the column no 6.2 & the remaining 5% shall be recoverable from the subsequent bills of the contractor.

10. The Earnest Money of the successful tenderer (hereinafter called the contractor) which accompany the tender will be forfeited in case the tenderer declines to sign the agreement or fails to deposit Security Money within 10 days of being called upon to do so. If they fail to do so or decline to sign the agreement within the stipulated period, the requisite sum of money will be forfeited by way of adjustment from any sum to be paid to him by the department for other works, including his security money and in addition he may be Black Listed and subsequently his registration may be cancelled.
11. The N.I.T. along with BOQ, general rules, conditions of contract and copies of which are available on the website – <http://jharkhandtenders.gov.in> will form part of the contract document.
12. Bidder should submit papers for following construction equipment as per ITB cl. B (2)

Sl.No.	Type of Equipment	Minimum Number
(I)	Concrete Mixture	1
II)	Needle Vibrator	1
III)	Surface Vibrator	1
IV)	Bar Bending M/C	1
V)	Bar Cutting M/C	1
VI)	Welding Machine	1
VII)	Shuttering Plate with fittings	5000 sqft
VIII)	Staging Pipe	1
IX)	Water Tanker	1
X)	Generator	1

13. Payment against works will be made subject to availability of fund.
14. Certificate regarding correctness of all submitted documents.
15. The allotment of work will not be considered to any tenderer if already allotted work is pending in the Zila Parishad, Dhanbad or if the work execution is non-satisfactory. Affidavit regarding this should be submitted.

Sd/-  
District Engineer,  
Zila Parishad, Dhanbad.

**SECTION – I**

**INSRUCTION TO BIDDERS (ITB)**

## Instructions to Bidders (ITB)

### Table of Clauses

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

## **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 State Fund,

### **3. Eligible Bidders**

- 3.1. The Bidder should be a registered contractor of Zila Parishad, Dhanbad of Government of Jharkhand having PAN holder.
- 3.2. All bidders shall provide in Section II, 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. \* Deleted
- 4.2. \* Deleted
- 4.3\* 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 any of civil work and size completed during the last five financial years (Section-II, 1.3.1) in format, the certificate issued by Government/Semi Government department shall only be valid;
  - (d) Experience certificate as per prescribed format in Section;
  - (e) Major items of construction equipment proposed to carry out the Contract;
  - (f) Qualifications and experience of key site management and technical personal proposed for Contract;
  - (g) Reports on the financial standing of the Bidder, such as Income tax return for the last three years & profit and loss statements with auditor’s reports for the last five years;
    - i. *Unique Document Identification Number (UDIN) has been made mandatory by ICAI from 1st July 2019 for all audit/Assurance/Attest Functions .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.*

- (h) Evidence of access to line (s) of credit and availability of other financial resources facilities (10% of contract value), certified by the Bankers **14.299 Lakh** (not more than 3 months old)
- (i) Undertaking that the bidder will be able to invest minimum cash up to **25% of** contract value of work, during implementation of work.
- (j) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;
- (k) 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).
- (l) ~~UCAN registration certificate.~~
- (m) Certificate regarding bid correctness by affidavit as in Section X.
- (n) G.S.T. Registration with upto date GSTR-3B.
- (o) Work Programme

4.4 Bids from Joint ventures are not acceptable.\*

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

- (a) achieved a minimum annual financial turnover **214.50 Lakh** (in all classes of civil engineering construction works only) amount indicated in Appendix in any one year (**usually not less than 150% Percent the BOQ cost of the project**);
- (b) Satisfactorily completed at least one similar nature work of value not less than amount indicated in Appendix (usually not less than 50% of estimated value of contract in last three years);
- \* (c) 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.
- \* (d) 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.

**4.6 Deleted**

**4.7 Assessed Available Bid capacity = (A x N x 1.5 - B)**

Where

A = Maximum value of civil engineering works executed in any one year during the last three 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 ..... Years (period of completion of the works for which bids are invited)

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

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

*Note:* The statements showing the value of existing commitments and on-going works as well as the stipulate period of completion remaining for each of the works listed should be on affidavit by Notary Public.

## **5 One Bid per Bidder**

**5.1** Each Bidder shall submit only one Bid for one work. A Bidder who submits more than one Bid will cause 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 of ITB.

1. Notice Inviting Tender
2. Instructions to Bidders
3. Qualification Information
4. Conditions of Contract
5. Specifications
6. Bill of Quantities
7. Form of Bid
8. Form of Acceptance, Form of Agreement, Issue of Notice to Proceed with the Work, form of Unconditional Bank Guarantee.

- 8.2** The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and specifications, bill of quantities, forms 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 and facsimile) 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.

## **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. Corrigendum will be issued online on the website. bidders should regularly check the website for corrigendum till last date/time of bid submission. Employer assumes no responsibility, if bidder does not check the website.
- 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 bidder as Volume V of the bid document (refer Clause 8.1.) shall be in two separate parts

**Part I** shall be named "Technical Bid" and shall comprise

- (i) Qualification Information and supporting documents as specified in Section II.
- (ii) Certificates, undertaking as specified in Section II.
- (iii) Experience certificate as per prescribed format in Section IX
- (iv) Undertakings that the bid shall remain valid for the period specified in Clause 15.1

**Part II** shall be named "Financial Bid" and shall comprise

- (i) Rate quoted for Non SOR items should be inclusive of all taxes and labour cess.
- (ii) Priced Bill of Quantities for items specified in section VII.

- 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 and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total bid price (both in figures and words). 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. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- 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.
- 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

### 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 180 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.
- 15.3. Deleted
- 15.4. 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 the Bid, Earnest Money, in the amount specified in the Appendix to ITB.
- 16.2** Deleted.
- 16.3** Any bid not accompanied by an acceptable Earnest Money, unless exempted in terms given in the Appendix to ITB, shall be rejected by the Employer as non-responsive.
- 16.4** Deleted..
- 16.5** The Earnest Money of the successful Bidder will be discharged when the Alotee has signed the Agreement and furnished the required Performance Security.
- 16.6** The Earnest Money may be forfeited:
- a) In the case of a successful Bidder, if the Bidder fails within the specified time limit to
    - i. sign the Agreement; and/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 prepare one original and one copy of the documents comprising the bid as described in Clause 12 of these Instructions to Bidders, bound, with the volume containing the “Technical Bid” and “Financial bid” in separate parts and clearly marked “**ORIGINAL**” and “**COPY**” as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.2.** The original and copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 4.3. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.
- 18.3** The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the persons signing the bid.

## **D. SUBMISSION OF BIDS**

## **19. ONLINE BID SUBMISSION**

- 19.1.** The Bidder shall place the two separate files (File I) marked “Technical Bid” and “Financial Bid” (File –II). The file will have markings as follows:  
Technical Bid: To be opened on (date and time of Technical Bid opening as per clause 20.1 of ITB.)

Financial Bid: Not to be opened except with the approval of the Employer. The contents of the Technical and Financial Bids shall be as specified in clause 12.1 of ITB. All

documents are to be signed digitally by the bidder.

**19.2** The first and second files containing the Technical and Financial Bids shall a) be addressed to the Employer at the address provided in the Appendix to ITB; b) bear the name and identification number of the Contract as defined in clause 1.1 of ITB; and c) provide a warning not to open before the specified time and date for Bid opening as defined in clause 20.1 of ITB.

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

- 20.1. Complete Bids (including Technical and Financial) must be received by the Employer at the address specified above not later than the date indicated in appendix. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.
- 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. Bid cannot be uploaded after Bid Submission Closing date and time.

## **22. Modification and Withdrawal of Bids**

- 22.1. Bidders may modify and resubmit their bids before the deadline prescribed in Clause 20.
- 22.2. Bid can NOT be modified after the deadline

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

## **23. Bid Opening**

- 23.1 The Employer will open all the Bids received (except those received late), including modifications made pursuant to Clause 22, in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in Appendix 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.
- 23.2 **WITHDRAWN BID WILL NOT BE OPENED.**
- 23.3 The envelope containing “Technical bid” shall be opened. 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 bid submission end Date. DOCUMENT CAN NOT BE UPLOADED OR MODIFIED.
- 23.5 After Bid submission end date, no financial document can be uploaded or modified.
- 23.6 At the time of opening of “Financial Bid”, the names of the bidders were 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 be returned to the bidders 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 of 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 Clauses 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 as per **Section B of IFB (Invitation of Bid)**. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions and Government orders.

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 nonconforming 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 Clause 26 of ITB.
- 29.2** In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price by making correction, if any, for errors pursuant to Clause 27 of ITB.
- 29.3** If the Bid of 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 analysis 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 of ITB 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. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.
- 29.4** After its evaluation, the Employer may require that the amount of the performance security set forth in Clause 30 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. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

**30. Deleted**

**F. AWARD OF CONTRACT**

**31. Award of Criteria**

- 31.1. Subject to Clause 32, 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 any Bid and to reject any or all Bids**

- 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.

**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 The successful bidder/contractor shall provide to the employer a Performance Security of five percent of the Contract Price within 10 days after receipt of Letter of Acceptance but before signing the contract, a Performance Security of five percent of Contract Price.

The employer shall retain additional five percent Performance Security from each payment due to the contractor until completion of the whole of the construction works.

- 34.2a Performance Security of five percent to be delivered by the successful bidder after the receipt of letter of acceptance shall be either in form of a Bank Guarantee or Fixed Deposit receipts in the name of employer.
- 34.2b पथ निर्माण विभाग, झारखण्ड, राँची के संकल्प सं० 2146(s) दिनांक 09.09.2020 में निहित प्रावधान के आलोक में संवेदक द्वारा 10% से कम दर quote करने पर

एकरारनामा के समय Additional Performance Security की राशि निम्नवत् जमा करनी होगी :-

(i) 10 से 20 प्रतिशत Below तक की राशि का 20% तथा

(ii) 20% से अधिक Below की राशि का 30% अतिरिक्त जमानत का प्रावधान लागू होगा।

If the Performance Security & Additional Performance Security is in the form of a Bank Guarantee, the period of validity of Bank Guarantee of as per provision of clause 34.1 and 34.2 of contract price could be one year initially, however, the bidder/contractor shall get this Bank Guarantee extended in such a way that an amount equal to the requisite performance security is always available with employer until 45 days after the lapse of defect liability period. If the bidder/contractor fails to maintain above Performance Security & Additional Performance Security, the Employer would recover the same from any dues payable to the contractor.

- 34.3 Failure of the successful Bidder to comply with the requirements of delivery of Performance Security and Additional Performance Security of contract price plus additional security for unbalanced bids as per provisions of Clause 34.1 and 34.2 shall constitute sufficient ground for cancellation of the award and forfeiture of the earnest Money.

Such successful bidder who fails to comply with the above requirements is liable to be debarred from participating in bids for a period of one year.

**35. Release of Security Amount**

In Performance security, Total amount deducted from bill will be refunded after 6 month of completion of work & rest amount deposited at the time of agreement as per clause 34.1 and 34.2 in the form of BG/NSE/DD will be refunded after 45 days of expiry date of Defect Liability period.

**36. Advance**

The Employer will not provide Mobilization Advance and Advance against the security of equipment as provided in Part I - General Conditions of Contract

**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.

37.2. Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 26.2 and Sub-Clause 59.2 of the Conditions of Contract.

**38. Defect Liability Period**

Defect liability period shall be 1 year (365 days) from the date of actual completion.

**39 Defect**

A defect means defect detected in any part of the work completed in accordance with the contract

**APPENDIX to ITB**  
Clause Reference with respect to  
Section-I

1. Name of the Employer is District Engineer, Zila Prishad, Dhanbad.(Govt. of Jharkhand)
2. The last five years Annual Audit Reports.
3. Required minimum annual financial turn over amount **(150 Percent of the BOQ cost)** is Rs. **214.50 Lakh**
4. Minimum value of single Same Nature Civil work is **(50% of estimated cost)** = Rs. **71.50 Lakh**
5. Work executed outside of Jharkhand State must be submitted with relative Registration Certificate.
6. Liquid assets and/or availability of credit facilities **(10% of Estimated Cost)** Rs. **14.299 Lakh**
7. Price level of the financial year 2026-27
8. The technical bid will be opened at Office of the District Engineer Zila Parishad. **Dhanbad.**
9. Address of the Tender Inviting Authority: Zila Parishad, **Dhanbad.**
10. The bid should be submitted latest by 17.00 Hours on As per NIT  
The bid will be opened at 15 hours in the Office of the District Engineer Zila Parishad. **Dhanbad.**

# ANNEXURE – I

## List of Key Plant & Equipment to be deployed on Contract work

[Reference Cl. 4.3 (e) of Section-I ]

<b>Sl.No.</b>	<b>Type of Equipment</b>	<b>Minimum Number</b>
(I)	Concrete Mixture	1
II)	Needle Vibrator	1
III)	Surface Vibrator	1
IV)	Bar Bending M/C	1
V)	Bar Cutting M/C	1
VI)	Welding Machine	1
VII)	Shuttering Plate with fittings	5000 Sqft.
VIII)	Stagging Pipe	1
IX)	Water Tanker	1
X)	Generator	1

**ANNEXURE-II**

**List of Key Personal to be deployed on Contract Work**  
**[Reference C1.4.3 (f) of Section-I ]**

<b>Sl. No.</b>	<b>Personnel</b>	<b>Qualification</b>	<b>Minimum Number of Personal Required For Contract Package Size (Upto 30 Crore)</b>
1	Project Manager-01 No.	B.E. Civil + 15 Years Exp. (5 years as Manager)	1
2	Site Engineer 01 No.	B.E. Civil + 10 Years Exp.	1
3	Quantity Surveyor 01 No.	Civil + 10 years Exp.	1
	<b>Total</b>		<b>3</b>

**SECTION II**

**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. Lakh)

2021 - 2022

2022 - 2023

2023 - 2024

2024 - 2025

2025 - 2026

#### 1.3.1. Work performed as prime contractor, 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

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

β Attach certificate from Chartered Accountant.

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 construction works:**

Description of Work	Place & State	Contract No & Date	Name & Address of Employer	Value of Contract (Rs. in Lakhs)	Stipulated period of completion	Value of Works remaining to be completed (Rs. Lakhs)*	Anticipated Date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

\* Enclose certificate(s) from Engineer(s)-in-charge for value of work remaining to be completed.

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

Description of Work	Place & State	Name & Address of Employer	Estimated Value of Works(Rs. Lakhs)	Stipulated period of completion	Date when decision is expected	Remarks, if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

1.5a Qualifications and experience of key personnel required for administration and execution of the Contract. Attach biographical data. Refer also to sub Clause 4.3 (f) 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.				

1.5b Availability of Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below. Refer also to Clause 4.3(e) of the Instructions to Bidders.

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

1.6. Deleted.

\*1.7. Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports etc. List them below and attach copies.

1.8. 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.

1.9 Name, address, and mobile/telephone and e-mail address of the Bidders' bankers who may provide references if contacted by the Employer.

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

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

1.11. Deleted.

1.12. Deleted.

1.13. Programme

1.14. Quality Assurance Programme

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

(Clause 4.3 (h) OF ITB)

**BANK CERTIFICATE**

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

If the contract for the work, namely \_\_\_\_\_ is awarded to the above Company/Firm/Contractor, 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.

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

**UNDERTAKING**

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

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

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

\_\_\_\_\_  
Name of Company/Firm

\_\_\_\_\_  
DATE

**SECTION III**  
**CONDITIONS OF CONTRACT**

# Conditions of Contract

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## 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 **Government of Jharkhand** who will employ the contractor to carry out the Works.
- The **Employer's representative** will be the Executive Engineer 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. \*

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*\* For the Building Projects Costing more than Rs. 50 LACS, " Supervision Consultant" would act as "Engineer" for the project if advised by the Chief Engineer(B.C.D.) or Engineer – in – Chief, Building. 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.
- **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:
  - a. Agreement
  - b. Letter of Acceptance, notice to proceed with the works
  - c. Contractor's Bid
  - d. Contract Data
  - e. Conditions of Contract including Special Conditions of Contract
  - f. Specifications
  - g. Drawings
  - h. Bill of Quantities and
  - i. 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. Deleted.**

### **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**

**Deleted.**

**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 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.

## **B. TIME CONTROL**

**24 Deleted**  
**25 Deleted**  
**26 Deleted**

### **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 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.
- 28.2. 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.

**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 Deleted.**

### **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 38.1 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. Deleted
- 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 DELETED**

**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. In Performance security, Total amount deducted from bill will be refunded after 6 month of completion of work & rest amount (5% of agreement amount) deposited at the time of agreement in the form of BG/NSC/FD will be refunded after 45 days of expiry date of Defect Liability period.
- 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 43.1.

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 DELITED**

**51 DELETED**

**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 45 days from the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 45 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 Deleted.

- 58.1 Deleted.  
58.2 Deleted.

### 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) Deleted
  - (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 53.2. 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.

## **Special Conditions of Contract**

1. The special conditions of contract shall prevail over general condition of contract and are amendments and addition to the general conditions.

2. Month & year and all dated shall be calculated according to the Gregorian calendar. Time referred to shall be Indian Standard Time (IST).

3. During the Contract inclusive of the lean period, the contractor shall take up first of all work programme to be submitted as per Clause 26 of G.C.C. Part-I will explicitly incorporate this. This provision does not prohibit the contractor to take up other works of the contract simultaneously during the periods as per direction to the Engineer.

4. The contractor shall at all times during the continuance of the contract comply fully with all existing acts, regulations and bye-laws including all statutory amendments and re-enactment of state or central Government and other local authorities and any other enactment notification and acts that may be passed in future either by the state or the central Government or local authorities including Indian Workmen's Compensation Act, contract Labour (regulation & abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund regulations, Employees Provident Fund Act and schemes made under same Act, Health and Sanitary Arrangements for workmen, Insurance and other benefits, Motor Vehicles Act, Forest conservation Act 1980, Labour Laws, Mining Act, Explosive Act etc, and shall keep the Employers indemnified in case any action is commenced for contravention by the contractor. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe or for non-on the part of the contractor the Engineer shall have the right to deduct from any money due to the contractor, or his amount of guarantee or recover from the Contractors personally any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The Contractor shall be governed by and construed in accordance with the law of India and no suit or other proceeding relating to the Contract shall be filed or taken by the Contractor in any court of law except in Ranchi, Jharkhand (India) which shall have exclusive jurisdiction to hear and determine all actions and proceedings in connection with and arising out of the Contract and the Contractor shall submit to the jurisdiction of the aforesaid court of law for the purpose of any such actions and proceedings

### **5. USE OF EXPLOSIVE**

Except as may be provided in the Contract or ordered or authorized by the Engineer, the Contractor shall not use explosives. Where the use of explosives is so provided or ordered or authorized, the Contractor should comply with the requirement of the following sub-clauses of this clause besides the law of the land as applicable.

(i) The Contractor shall at all times take every possible precaution and shall comply with the appropriate laws and regulation, storage and use of explosives and shall at all times, when engaged in blasting operations, post sufficient warning flagmen to the full satisfaction of the Engineer.

(ii) The Contractor shall at all times make full liaison with and inform well in advance and obtain such permission as is required from all Government authorities, public bodies and private parties whatsoever concerned or affected by blasting operations.

(iii) The Contractor shall pay all license fees and charges which may be required for storage or in respect of any other matter whatsoever. All works shall be carried out without any unreasonable noise and disturbance. The Contractor shall indemnify and keep indemnified the Employer from and against any liability for damages on account of noise or other disturbance created while carrying out the work and from and against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in regard to or in relation to such liability.

6. The contractor must maintain a site order book at each work site which will be produced when asked for by the Employer/Engineer's officers for needful. Any order or instruction passed on the site order book by the inspecting officer should be communicated to the Engineer of the work. The site order book may be submitted to the Engineer with running on account bills, if needed, but must be submitted with final bill.

7. The contractor should always remain available at the works site but where it is not possible for him, he must appoint a representative who would be duly authorised by the contractor to receive instructions and carry out instructions of Employer/Engineer's officers, and also to receive letters he may delegate him any other powers as he thinks fit, but in every case he will inform immediately to the concerned Engineer.

8. The contractors shall rectify at his own cost if in case material supplied and/or works performed is found to be defective during checking and liability period.

9. The contractor shall be responsible for paying royalty of Mines materials and shall submit from "M" & "N" duly filled up as per Mines & Mineral Act, 1972 to the Engineer along with monthly statements of value of work executed.

10. All equipment, plants shall be of proven efficiency and shall be operated and maintained at all times in a manner acceptable to the Engineer.

11. No equipment or personnel will be removed from worksite without permission of the Engineer.

**SECTION IV**  
**CONTRACT DATA**

# CONTRACT DATA

	Reference of Section III	Clause
1	The Employer is <b>Govt. of Jharkhand.</b>	[Cl.1.1.]
2	The Employer's Representative: <b>District Engineer, Zila Parishad, Dhanbad.</b>	
3	The Defects Liability Period is 365 days from the date of completion.	[Cl. 1. 1&35]
4	The Start Date shall be Same as day for the date of issue of the Notice to proceed with the work.	[Cl.1.1.]
5	The Intended Completion Date for the whole of the Works is <b>12 (Twelve)</b> months after start of work with the following milestones: Milestone dates:	[Cl.1.1] [Cl.1.2&49.1]
	Physical works to be completed.	Period from the start date
	Milestone 1 i.e. <u>40%</u>	48 days
	Milestone 2 i.e. <u>40%</u>	48 days
	Milestone 3 i.e. <u>20%</u>	24 days
6	The Site is located at	[Cl. 1.1]
7	The name and identification number of the Contract is:	[Cl. 1.1]
8	The works consist of Civil, Water Supply Sanitary, Electrification, Fire Fighting and HVAC. The works shall, inter alia, include the following, as specified or as directed:	[Cl. 1.1]
	Clause Reference with respect to section 3	
	<b>(A) Building Works</b> 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;	
	<b>(B) Other Items</b> Any other items as required to fulfill all contractual obligations as per the Bid documents.	[Cl. 1.1]
9	The following documents also form part of the Contract:	[Cl. 2.3 ]
10	The law which applies to the Contract is the law of Union of <i>India</i>	[Cl. 3.1]
11	The language of the Contract documents is English	[Cl. 3.1]
12	Deleted	[Cl. 7.1]

13	The Schedule of Other Contractors		[Cl. 8]
			Clause Reference with respect to Section 3
13	The Schedule of Key Personnel	As per Annex.-II to Section I	[Cl.9]
14	Deleted.		
15	Site investigation report.		[Cl.14]
16	The Site Possession Dates shall be		[Cl.21]
18.	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]
19.	The period between programme updates shall be 60 days.		[Cl.27.3]
20	The amount to be withheld for late submission of an updated programme shall be Rs 5.0. lakhs.		[Cl. 27.3]
21.	The currency of the Contract is Indian Rupees.		[Cl. 46]
22.	Deleted		
			<b>Clause Reference with respect to section 3</b>
23.	The proportion of payments retained (retention money) shall be 5% from each bill subject to a maximum of 10% of final contract price.		[Cl. 48]
24.	Amount of liquidated damages for delay in completion of works	For Whole of work _____ (1/2000) <sup>th</sup> of the Initial Contract Price, rounded off to the nearest Thousand, per day. For _____ sectional completion (wherever specified, in item 6 of Contract Data) (1/200) <sup>th</sup> of initial contract price rounded off to the nearest thousand per day.	[Cl.49]
25.	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]
26.	Deleted		

27. Deleted  
1 per cent of the Initial Contract Price (part of a month to be excluded), rounded off to the nearest thousand, per month.
28. Deleted
29. Deleted [Cl. 53].
30. The Securities shall be for the following minimum amounts equivalent [Cl.52] as a percentage of the Contract Price:
- Performance Security for 3 per cent of contract price plus Rs.  
.....(to be decided after evaluation of the bid) as additional security in terms of ITB Clause 34.2b.
- 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.
- 32 \_\_\_\_\_ Deleted [Cl. 58]
- 31 Deleted.
- 32 he following events shall also be fundamental breach of contract: [Cl. 59.2]  
"The Contractor has contravened Sub-clause 8.1 and Clause 9 of GCC."
- 33 The percentage to apply to the value of the work not completed[Cl. 60] representing the Employer's additional cost for completing the Works shall be 20 per cent.

**SECTION V**

**TECHNICAL SPECIFICATION**

- 1) Chief Engineer shall mean Chief Engineer, Engineering Cell, Rural Development Special Zone, Ranchi.
- 2) Superintendent Engineer shall mean the Superintending Engineer, R.D.Spl. Circle, **Hazaribagh.**
- 3) Engineer-in-charge shall mean the District Engineer, Zila Parishad., **Dhanbad.**
- 4) The Sub-Divisional officer and sectional officer-in-charge of the work shall be the authorized representative of the Engineer-in-charge of the work.
- 5) Each tender must be accompanied by a letter stating previous experience of contract work carried out by Tenderer with value thereof and with a testimonial form of the Engineer-in-charge under whom he had worked regarding the manner of his performance.
- 6) The Tenderer must mention his registration number in Zila Parishad Dhanbad of Jharkhand Government and any other Registration mention in Clause 3.1 of Section I.
- 7) The accepted tender shall eventually form part of F2 of agreement to which a copy of this condition of tender will be appended to form as agreement as a whole.
- 8) The tender will be subject to rejection of the rate quoted by the contractor if found to be unworkable.
- 9) Tenderers should quote their rate in one of the following three ways on the last page of bill of quantity in.
  - i) Percentage less on the current schedule rates as mentioned in the bill or quantity for all items.
  - ii) Equal to current schedule rates as mentioned in the bill of quantity for all items.
  - iii) Percentage high on the current schedule rate as mentioned in the bill of quantity for all items.
- 10) The successful tenderer will have to make arrangement entirely at his own cost for water supply needed for the construction works and accommodation of his staff and workmen engaged for the job, like wise he will also have to make his own arrangement entirely at his own cost for obtaining supply of electrical energy, water etc but in this case the Engineer-in-charge shall extend him the necessary help by issue a letter of recommendations to the concerned state authority.
- 11) The successful tenderer shall be bound to follow the Labour cess execution of the contract agreement with regard to payment to workmen of their wages, compensation for incurring injuries or meeting death while engaged in actual work and registration with the appropriate labour authorities and sales tax department.
- 12) Deleted.
- 13) The responsibility for the safety and specification of the temporary works mentioned in para-12 above shall be responsibility of tenderer.
- 14) The payment for final bill will not be made until the contractor has handed over vacant possession of the land with building vide para-12 above to the Engineer-in- charge.

- 15) All building materials and hardware collected at the site for the construction shall be so stored so that it may be possible and convenient for inspection by the Engineer-in-charge or his, representative at all time.
- 16) A site order book shall be maintained which shall remain in the custody of the Engineer-in-charge or his representative and instruction at site shall be noted down by the contractor for compliance.
- 17) Royalty for minerals shall be payable by the contractor to the District Mining Officer for which he will produce a clearance certificate to the Engineer-in-charge. Should this not be done, suitable deduction decided upon by the Engineer-in-charge shall be made from the bills of the contractor? The recovered amount will be released after production of payment certificate form the District Mining Officer.
- 18) Every effort shall be made to procure and supply to the contractor the materials which with employer has undertaken to supply but in case of delay, it shall be incumbent upon the contractor to reduce or disband his organization and labour force according to condition obtaining at the time. On this score no damages or compensation shall be payable to the contractor but suitable him extension shall be granted to the contractor for completing the work.
- 19) The rates entered into contractor agreement shall be final and conclusive nothing extra beyond them shall be payable either on account price hike, increase in taxation rates and increase in freights and fare etc.
- 20) The contractor shall be bound to maintain in working order the following power driven equipment, during the construction operation entirely at his own cost like mixture machines, vibrator with niddle pump etc.
- 21) During the execution of the work the contractor shall be bound to furnish a monthly programme of work according to which he will work after obtaining approval of Engineer-in-charge or his representatives.
- 22) The work shall be deemed to have been completed only after the contractor has obtained a certificate to this effect from the Engineer-in-charge.
- 23) The period of defect liability shall be One year from the date of completion certified by the Engineer-in-charge during which it shall be incumbent upon the contractor to maintain and make good all the damages in the building.
- 24) The site for construction shall have to be properly cleaned to at least 50feet all round the site, all roots of trees and plants shall have to be taken out but completely and holes filled up with earth and rammed. The trees which come under the building site, shall by uprooted completely and stacked at least 50feet beyond the construction site, after obtaining permission in writing from Engineer-in-charge after completion of construction the site shall have to be nearly dressed and leveled and all surplus materials shall be removed form the premises. For these works no extra payment shall be made to the contractor.
- 25) The contractor shall engage technical staff for execution of the work as required and approved by the Engineer-in-charge.
- 26) The decision of the Engineer-in-charge in respect of the quality of materials and work men ship shall be final conclusive upon the contractor.

- 27) The contractor shall be free to use his own truck registered in his own name or in the name of any of his persons for the transportation of materials, otherwise he will have to use public carrier for the purpose.
- 28) The tender being an item rate, the Engineer-in-charge shall be empowered to call upon the contractor to work for quantities same or less than those stipulated in the tender document and the contractor shall be bound to execute such order.
- 29) Any tax payable under local rules and acts shall be borne by the contractor entirely on his own cost.
- 30) Safety precaution as laid down in the safety codes shall be taken by the contractor during execution of the work.
- 31) Any work which does not conform to the P.W.D specification standard shall be dismantled for re-doing by the contractor at his own cost.
- 32) On completion of the work the Engineer-in-charge shall have full power and authority to receive back the contractor such surplus departmental materials as may be good and useable at his judgment.
- 33) Every tender must be accompanied with the forwarding where in the details of earnest money. Registration number and any other matter which the tenderer wishes to mention.
- 34) The tenderers before offering for the work are expected to inspect the site of work and against themselves with the situation obtaining therewith regard to the liability of labour and materials no claim on account of lead of various items of building materials will be admissible as the rate for each item for complete job.
- 35) The materials and workmanship should conform strictly and rigidly to the I.S.I specification/P.W.D specification & other relevant code.
- 36) The articles of building materials e.g. brick, Khol, surkhi lime, stone ballast, fine and coursed aggregate timbers hinges, bolts, handles, screws, glass, steel window and doors and other miscellaneous items shall be of best quality available at the time and shall be used only after the Engineer-in-charge gave approved to them. In this behalf the decision of the Engineer-in-charge shall not be opened to challenge or question by the contractor.
- 37) The rates for R.C.C work shall be inclusive of centering, shuttering mixing laying and curing and exclusive of cost of reinforcement bending, binding and placing.
- 38) The contractor shall be bound to make arrangement for first aid for the workmen at the site of work and make arrangement at his own cost for the medical treatment for workers injured seriously at the site in course of execution of work.
- 39) Where in case of any dispute between the workmen and the contractor regarding payment of wages, the Engineer-in-charge will have full power to pay the wages of such workmen after he has satisfied himself after enquiry that the claims of workmen are correct and justified and such payment by the Engineer-in-charge shall be adjusted from the dues of the contractors.
- 40) The quoted rates shall be inclusive of sales tax under the Bihar Finance act 1984 on works contract together with all Jharkhand Taxes & royalty.

- 41) The contractor will make his own arrangement for watch and ward and may less of Govt. materials/or other materials will be to the account of the contractor.
- 42) All materials to be supplied by the tenderer for use in work should be got approved in writing by the Engineer-in-charge that it is proper to use in the work. All rejected materials will have to be removed at his own cost from the site after rejection otherwise department may dispose them as they like and also recover the cost of removal from the site.
- 43) All works should be got approved and passed by the Engineer-in-charge in writing before they are filled up covered and finished as the case may be.
- 44) Deleted.
- 45) Bill of Quantity shall not be issues to those contractors whose performance of works have been found unsatisfactory and in on record & other relevant document has not been found satisfactory.
- 46) ~~The tender is on the basis of two envelopes system of contracts about which information and requirements as detailed page special condition, which will form a part of SBD contract system and shall prevail in any ambiguity/contradiction.~~
- 47) If the royalty clearance certificate for materials used in work is not produced with the bill royalty will be deducted by the department form the bill of the contractor at the double rate prevailing at the time of execution of work to which the bill relates.
- 48) The contractor shall make adequate arrangement for the safety to the labourers during executing of work and shall be guided by the labour act prevailing in Jharkhand.
- 49) The contractor shall have to get tested the strength of cement concrete (both plain & reinforce) for each days casting as per BIS codes. Achievements of the prescribed cubes strength is must. Concrete having lower value shall be rejected under specific order of the competent authority. The cost of concrete cub moulds curing, carriage of cubes to and from the testing laboratory and all other incidental charge incurred in this regard shall be born by the contractor.
- 50) The contractor shall if required by the E/I, arrange for testing of materials of a particular portion of work at his own cost for proving their quality, soundness and sufficiency. If the quality of material appears to be inferior or the portion of work is found to be defective or unsound, the contractor may be asked to remove and/or dismantle and re-execute the same at his own cost.
- 51) CLAIMS shall not be admissible under following circumstances:-
- (a) Extra items of works done without written order of E/I.
  - (b) In case of sudden fluctuation and/or increase in rates of labour, material royalty various taxes railway freight, fuel lubricants, carriage cost etc. at any stage of the work.
  - (c) Short supply and/or non-supply of materials and/or equipments.
  - (d) Non-availability of labour of any categories required for the work.
  - (e) Delay due to changes or modification in design drawing specification, etc at any stage of work.

- (f) Loss sustained due to:-
  - (g) Acts of anomalies including agitation by public riot.
  - (h) Transportation and procurement difficulties.
  - (i) Natural circumstances/calamities.
  - (j) Any other circumstances which is beyond human control.
  - (k) Lead of material beyond the mentioned in B.O.Q
- 52) The contractor shall if required by the E/I arrange for testing of materials at site and get them tested in recognized material testing laboratories at his own cost in order in order to prove their soundness and sufficiency as per specification laid down BIS Code. The number of test required for different item will be specified by the E/I.
- 53) Contractor will have to rectify any defect developed within one year from the date of completion of the work at his own cost. Contractor will be fully responsible regarding the quality and specification of the work.
- 54) No mobilization advance/secured advance shall be paid to the contractor.
- 55) Payment should be made on availability of fund.

**(District Engineer)**

**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 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

Authorized Signatory in the capacity of .....

Address of Communication: .....

Mobile No.....

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

**SECTION VII**

**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.

**SECTION VIII**  
**SECURITIES AND OTHER FORMS**

**UNDERTAKING**

I, the undersigned do hereby undertake that our Company/Firm \_\_\_\_\_ 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 IX**

**EXPERIENCE CERTIFICATE**

**SECTION IX**  
**Office of the .....**

.....

**To whom it may concern**

Letter No.:

Date...

This is to certify that .....(Name of Firm) ..... has successfully completed the construction work of namely .....

.....

The details are mentioned below:

- I. Agreement No. and date :
- II. Agreement value (Rs.) :
- III. Date of commencement (start):
- IV. Date of completion :  
(as per agreement)
- V. Date of actual completion :
- VI. Final payment received (Rs.) :
- VII. Payment against Electric work :
- VIII. Payment against Water Supply  
And sanitary work :
  
- IX. Contact details of certificate issuing authority
  - a) Postal Address :
  - b) email :
  - c) Contact number :

Signature of issuing authority

Seal:

Date:

**Note:** Certificate should be on the letterhead and in the above format.

**SECTION X**

**AFFIDAVIT**

**SECTION X**  
**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. The undersigned also hereby certified that neither our firm M/S..... have abandoned any work of Zila Parishad, Dhanbad, Rural Development Department (Rural Works Affairs) and Road Construction Department, 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. That I have read the Bid Document and I am accepting all terms and condition as mentioned in it.
4. That I have not employed any retired government servant in my firm.
5. 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 **Zila Parishad, Dhanbad, Jharkhand**.
6. That I/my firm/Company is not black listed or debarred anywhere.
7. That I/my firm/company have not any current litigation or arbitration.
8. That I/my firm/company have no work pending beyond 6(six) months after the completion time of the work.
9. That my bid validity is 180 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-II**

**AFFIDAVIT**

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

(Signed by an authorized officer of the Firm)

.....  
Title of officer Name of Firm

DATE.....

**(Letter Head of contractor)**

**Certificate of Bid Correctness of DOCUMENTS**

I, ..... Address .....  
Pro. of ..... under signed do hereby declare that all  
the document submitted by me, is correct and genuine as per my knowledge,  
belief and information. If any document found incorrect, Authority can take any  
decision against me.

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

.....

Title of officer Name of Firm

DATE.....

## नियम एवं शर्तें :-

1. किसी भी संवेदक को कार्य आवंटन के उपरान्त 'सबलेट' करना एकरारनामा शर्त का उल्लंघन होगा एवं समुचित सूचना प्राप्त होने पर एकरारनामा रद्द करते हुए संवेदक को काली सूची में डालने की कार्रवाई की जाएगी।
2. किसी भी संवेदक को कार्य आवंटन के क्रम में उनके ग्रामीण विकास विभाग (ग्रामीण कार्य मामले+मु0मं0ग्रा0से0यो0) के अंतर्गत कुल कार्य भार के आलोक में उपलब्ध यंत्र-संयंत्र एवं वित्तीय क्षमता की सीमा तक नये कार्य आवंटन पर विचार किया जाएगा।
3. निविदा प्राप्त करने के पूर्व स्थल निरीक्षण कर लिया जाए एवं प्रत्येक बिन्दु पर आश्वस्त हो लें।
4. परिमाण विपत्र क्रय हेतु आवेदन पत्र के साथ नवीकृत फोटोयुक्त पंजीकृत पत्र/पंजीकरण नवीकृत पत्र, अद्यतन आयकर सफाया पत्र, GST, स्वच्छ चरित्र प्रमाण पत्र एवं अग्रधन की राशि हेतु जमा किये गये एन0एस0सी0/पासबुक/बैंक सावधि का प्रति संलग्न करना अनिवार्य होगा।
5. सशर्त एवं अस्पष्ट निविदा अमान्य होगी।
6. संवेदक द्वारा लगाये गये कार्यों की डिफेक्ट-लाईबिलिटी की अवधि कार्य समाप्ति की तिथि से सरकारी परिपत्र के अनुसार होगा। डिफेक्ट-लाईबिलिटी की अवधि में पुल/पथ एवं अन्य कार्य क्षतिग्रस्त होने पर संवेदक को अपने खर्च पर पुनः निर्माण/निराकरण करना होगा।
7. प्रयोग में लाये गये सामग्रियों का स्वामित्व (Royalty) खनन विभाग में जमा करना है। खनन विभाग से प्राप्त चालान को विपत्र के साथ संलग्न करना है अन्यथा सामग्रियों पर दोगुनी दर (Double Rate) से स्वामित्व (Royalty) की कटौती विपत्र से की जाएगी।
8. निविदादाताओं का एकरारनामा के समय कार्य का Work Programme एवं वित्तीय प्रोग्राम (महीनावार) जमा करना अनिवार्य है।
9. निधि उपलब्ध होने पर ही विपत्र का भुगतान किया जाएगा।
10. योजना कार्यान्वयन के क्रम में विडियोग्राफी एवं डिजीटल फोटोग्राफ करना सुनिश्चित करेंगे।
11. योजना में किसी भी ढलाई कार्य से पूर्व संबंधित कनीय अभियंता/सहायक अभियंता को तीन दिन पूर्व सूचना देना अनिवार्य होगा, ताकि इनकी उपस्थिति में ढलाई कार्य पूर्ण हो सके।
12. किसी भी परिस्थिति में निविदा अनुसूचित दर से उच्च दर पर स्वीकृति नहीं किया जाएगा।
13. कार्य प्रारंभ करते ही संवेदक को कार्य से संबंधित सूचनाओं के लिए सूचनापट्ट का निर्माण अपने खर्च पर करना अनिवार्य होगा।
14. जिन संवेदकों के पास एकरारनामा की अवधि समाप्त होने के बाद भी पूर्व से आवंटित कार्य लंबित है/आवंटित कार्य प्रगति में (निर्माण कार्य पूर्ण नहीं) है, उन्हें कोई नया कार्य तत्काल आवंटित नहीं किया जायेगा। यदि पूर्व में संवेदक द्वारा कराये गये कार्य सन्तोषप्रद नहीं रहे हैं तो उन्हें भी कार्य आवंटित नहीं किया जाएगा।
15. संवेदक को निविदा के साथ विगत तीन वर्षों का आयकर सफाया प्रमाण-पत्र एवं उनके द्वारा सफलता पूर्वक निष्पादित कार्यों का ब्यौरा नियोजन द्वारा निर्गत, संलग्न करना होगा जो कि निविदा निष्पादन का आधार होगा।
16. स्थानीय संवेदक को प्राथमिकता दी जाएगी।
17. जिला परिषद, धनबाद के अधीन समुचित श्रेणी में निबंधित संवेदक ही निविदा में भाग ले सकते हैं।

18. निविदा सूचना में अंकित परिमाण विपत्र की राशि अथवा प्राक्कलित राशि घट या बढ़ सकती है। तदनुसार परिमाण विपत्रों में अंकित राशि के अनुसार अग्रधन की राशि देय होगी।
19. निर्माण कार्य में लगे श्रमिकों को श्रम विभाग द्वारा निर्धारित न्यूनतम मजदुरी का भुगतान करना अनिवार्य होगा लेकिन किसी प्रकार का अन्तर मूल्य का दावा मान्य नहीं होगा।
20. संवेदक को श्रम अधिनियम कार्यालय से भवन एवं अन्य स्वनिर्माण कर्मकार (नियोजन एवं सेवा शर्त विनियमन) अधिनियम 1996 के तहत निबंधित होना आवश्यक है।
21. निविदा की निर्धारित तिथि अथवा समय के बाद प्राप्त निविदा पर विचार नहीं किया जाएगा।
22. डीजल, पेट्रोल अथवा कार्य में लगने वाले अन्य सामग्रियों का कीमत वृद्धि होने पर किसी प्रकार का दावा मान्य नहीं होगा।
23. पथ निर्माण विभाग, झारखण्ड राँची का संकल्प संख्या-2146(S) दिनांक-09.09.2020 के आलोक में निविदा में दस प्रतिशत से कम दर नहीं डालने की अधिवाध्यता समाप्त कर दी गई है।
24. 10 प्रतिशत से अधिक न्यून निविदाओं के लिए 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 Below की राशि का 30% अतिरिक्त जमानत की राशि संवेदक को जमा करना होगा।
25. उपरोक्त शर्तों को पूर्ण करते हुए यदि संवेदकों द्वारा डाला गया न्यूनतम दर एक समान पाया जाता है, तो कार्य आवंटन लॉटरी के आधार पर किया जाएगा।
26. गुण नियंत्रण प्रतिवेदन संवेदक को अपने खर्च पर स्वयं सभी सामग्रियों एवं Mortals का झारखण्ड सरकार द्वारा निबंधित Agency से समय-समय कराना अनिवार्य होगा, अन्यथा भुगतान नहीं किया जाएगा।
27. योजनाओं का क्रियान्वयन विभागीय निर्देश एवं P.W.D मार्गदर्शिका के अनुरूप सुनिश्चित करना होगा।
28. अद्योहस्ताक्षरी एवं उप विकास आयुक्त-सह-मुख्य कार्यपालक पदाधिकारी, जिला परिषद, धनबाद द्वारा बिना कारण बताए एक या सभी निविदा को रद्द करने का अधिकार सुरक्षित होगा।

District Engineer,  
Zila Parishad **Dhanbad**