

**TERMS AND CONDITIONS**

**INSTRUCTIONS TO TENDERER**

(To be attached with Technical & Commercial part)

(over and above the existing instructions)

(Tenderers must read carefully prior to filling and submission of tender documents)

1. The tender notice and tender document shall remain available at website [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) during the tender notice period and the same can be downloaded and used as tender document for submitting the tenders.
  - Tender Fee & Tender Processing Fee mentioned in the tender notice has to be paid through online mode, i.e., internet payment gateway (Credit/Debit), Net banking, NEFT/RTGS to NBPDCL, Patna.
  - **For Estimated Cost less than Rs. 1 Crore:** EMD shall be paid through online mode, i.e., internet payment gateway (Credit/Debit), Net banking, NEFT/RTGS to NBPDCL, Patna.
  - **For Estimated Cost more than Rs. 1 Crore :** EMD shall be paid in the form of Bank Guarantee (BG) or through online mode, i.e., internet payment gateway (Credit/Debit), Net banking, NEFT/RTGS to NBPDCL, Patna.
  - The department doesn't take the responsibility for the delay/non-submission of tender/non-reconciliation of online payment caused due to non-availability of internet connection, network traffic/holidays or any other reasons.
  - The tenderer, who will be found indulged in changing/adding or deleting the contents of tender document/ specification/ BOQ will be liable to face necessary action including banning, suspension from business dealing etc. Tenderers should watch the website for corrigendum/ Addendum to the NIT/Tender documents and there will not be any separate correspondence about the same.
2. On the date of opening, only Technical and commercial part would be opened, where as the date of opening of the price part of the successful tenderer would be intimated later on.

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## GENERAL CONDITIONS OF CONTRACT

*(To be attached with Technical & Commercial Part)*

1. All relevant IS & PWD and Irrigation specifications will be followed during the course of work.
2. The Contractors will be responsible for providing medical facilities, accommodation, drinking water and other amenities to the worker employed by them to the site as per requirement of the labour at their own cost.
3. The quantities of work given in the bill of quantities may vary.
4. The contractor will have to maintain at site a bound inspection book. Any extra item ordered by the Engineer in charge and the day to day instruction regarding the work shall be entered in that book.
5. No claim for idle labour under any circumstance will be entertained by the department.
6. The contractor or his authorised agent shall always be present at site while the work is in progress and at the time of measurement.
7. Payment will be made in running account system for continuous works. The bill will be submitted by the Contractor once in a month for substantial quantity of work done. The NBPDCCL is not bound to make monthly payment for works considerably lower than warranted by the proportionate time.
8. All existing labour laws and regulations shall have to be followed by the contractor.
9. Conditional tender will not be accepted.
10. All prevalent rules including minimum wages act revised from time to time will be binding upon the contractor and all the relevant labour laws shall have to be observed by them.
11. The contractor will have to maintain necessary records regarding payment of minimum wages of the labourers and exhibit before the officials of labour department and NBPDCCL as and when so required by them.
12. In case of any dispute, the decision of the Competent Authority will be final and binding.
13. The work will be carried out in protected area. Hence all the rules and regulations of the department which are enforced from time to time shall have to be followed.
14. Before submission of the tender, the tenderers shall acquaint themselves with the site conditions so that they may get an idea of the working conditions and incorporate all exigencies and cost effect in the quoted rates.
15. The contractor will have to co-ordinate their work with other agencies working in the area and no claim for delay in work due to idle labour on any account will be entertained.
16. Tender Processing Fee & Tender Fee mentioned in the tender notice has to be paid through online mode, i.e., internet payment gateway (Credit/Debit), Net banking, NEFT/RTGS to NBPDCCL, Patna.
17. **For Estimated Cost less than Rs. 1 Crore:** EMD shall be paid through online mode, i.e., internet payment gateway (Credit/Debit), Net banking, NEFT/RTGS to NBPDCCL, Patna.
18. **For Estimated Cost more than Rs. 1 Crore :** EMD shall be paid in the form of Bank Guarantee (BG) or through online mode, i.e., internet payment gateway (Credit/Debit), Net banking, NEFT/RTGS to NBPDCCL, Patna.
19. Tenderer must deposit the required Earnest Money as mentioned in the Tender Notice. Tender without the requisite Earnest Money will not be considered valid and hence rejected.
20. Experience certificates for similar type of works done previously must accompany the tender.

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21. The competent authority reserves the right to distribute the work to one or more than one agency/ or reject any or all the tender without assigning any reasons thereof.
22. Permanent address for correspondence should be furnished in tender documents otherwise the tender will not be considered.
23. Rate may be quoted in percentage above or below the estimated rates, in words and figures both.
24. Excess departmental materials issued by the department shall be returned to the department by the agency otherwise double cost of materials shall be recovered from the agency.
25. The contract shall be eventually drawn on F2 Form General and special conditions of contract shall be read with the terms and conditions laid down in F2 Form, but for anything mentioned to the contrary in F2 Form, provision laid down in General Conditions of contract /special conditions of contract shall prevail.
26. A tenderer shall (on a separate sheet) give a brief description of works previously executed by him. After the tender has been opened, a tenderer may be required to submit details of such works along with manner of their execution and/or any other information that will satisfy the NBPDCCL, Patna that the contractor has adequate competency to execute the work required to be carried out under these specifications. Tenderers not meeting qualifying criteria of NIT shall be excluded from consideration for the award of the work.
27. Tender should satisfy that the statements as required along with the tender documents are correct and complete in every respect. Any inaccuracy detected later shall vitiate the contract and make the contractor liable to be proceeded against.
28. FORCE MAJEURE.
  - i) If during the continuance of the contract either of the parties or both are prevented from fulfilling the obligation under the contract due to force majeure such as fire, act of nature/ war, riots, political disturbance, military operation or such other circumstances beyond the control of the party/parties, the date of fulfilment of their obligations shall be extended in proportion to the time during which such circumstances prevail.
  - ii) The party affected by the force majeure as detailed above shall immediately notify in writing the other party of the beginning of such circumstances as also the cessation thereof.
  - iii) In case of force majeure as detailed above the parties shall immediately meet for consultation and shall work out the measures to be taken.
29. In Super session of the clause in F-2 contract in respect of arbitration the civil court of Patna shall alone have exclusive jurisdiction to decide any differences/ disputes claims for and against NBPDCCL or the contractor arising out of this contract.
30. Construction materials which will be used in the work like tarfelt, bricks, sand stone chips, Paints, quality and colour of distemper/snowcem and quality of wood will be approved by the Executive Engineer (Civil) I/C of the work and only approved quality is to be used in the work by the Contractor.
31. Monthly progress report of the work will be submitted by the contractor to the Chief Engineer (Civil) NBPDCCL, Hqr. Patna for the works being executed directly under control of Chief Engineer (Civil).

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**SPECIAL CONDITION OF CONTRACT**  
(To be attached with Technical & Commercial Part)

**1. SECURITY MONEY.**

The contractor shall have to deposit 10% of the contract value as security deposit, 5% being the initial security, which shall have to be furnished in shape of Demand Draft at the time of execution of Agreement within indicated time in letter of acceptance or work order. In the case of successful tenderer, the amount of earnest money will be adjusted towards 5% initial security deposit. The balance 5% shall be recovered from the running account bill.

**2. IDLE CHARGES.**

No charges for idle man, machine, plant and equipment will be allowed to the agency for some reason or the other beyond the control of the department.

**3. TAXES**

The rates should be quoted including all applicable taxes as per prevalent Govt. rules.

**4. MAINTENANCE PERIOD AND REFUND OF SECURITY:-**

Maintenance period will be counted from the date of completion of work. This period will be **One year**, thereafter security will be refunded after getting a certificate from the Engineer-in-Charge that the work has been done as per drawing and specification.

- 5.** The Contractor will have to make arrangement for water both for drinking purpose of the labours and for construction purpose at their own cost. However, if the work site is located at any convenient location where water supply system of the NBPDCCL is already operative and if under such pre-condition water is arranged by the NBPDCCL at any point, water charges shall be recoverable @ 0.80% percent of gross bill value of work done.

**6. EXTRA WORK**

The items of work not included in the BOQ shall be termed as extra item. For extra item, there should always be a supplementary agreement and rate will be guided by the rate of primary agreement which means approved by the competent authority at the time of primary agreement will be guiding factor for the rate of extra item. It may be lower than that but in any case it shouldn't be more than the rate quoted for the primary agreement.

**7. DATE OF COMMENCEMENT**

The date of commencement of work will be considered from the date of work order given to the contractor in writing.

**8. VARIATION IN QUANTITIES OF WORK**

NBPDCCL does not take guarantee of work under each item of schedule. The quantity indicated in the Bill of quantity for items of work may increase or decrease.

**9. LIQUIDATED DAMAGE**

For any delay in completion of work liquidated damages will be charged as per relevant clause of F2 Agreement.

**10. MONTHLY PAYMENT**

The Contractor shall submit monthly bill for work done to the E/I and the department will make monthly payment to the contractor after checking of bill, provided the fund is available. No interests will be paid in case of delay in any payment but delay in payment shall entitle the Contractor for consequential extension of time.

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**11. AVAILABILITY OF MATERIALS**

All materials related to this work i.e. cement, M.S. Rod, M.S. Angle, M.S. Flat, TMTC Fe- 500 rod & Barbed wire will be supplied by the Contractor of approved quality by the site In charge. In case of cement, it should be C.C.I. or Raymond or Satna cement Factory of Birla Jute Mill works or ACC bearing approved quality and in case of steel materials it should be from SAIL and TISCO or IISCO or Vishakhapatnam Steel plant.

**12. LIST OF INCOMPLETE WORKS**

The tenderers shall have to furnish list of unfinished pending work with tender in prescribed Performa. (Annexure- I).

**13. ADDITIONAL PERFORMANCE GUARANTEE to be deposited for RATE QUOTED BELOW ESTIMATED RATE:**

**Additional Performance Guarantee** has to be deposited by the tenderers for Serious Unbalanced low rate as under:

- (i) For Rate Quoted 0% to 5% Below - Additional Performance Guarantee will be 0.25% of Estimated Cost/ 1% Below Quoted Rate
- (ii) For Rate Quoted 5% to 15% Below - Additional Performance Guarantee will be 0.5% of Estimated Cost/ 1% Below Quoted Rate from 5% to 15% + 1.25% of Estimated Cost
- (iii) For Rate Quoted 15% to 20% Below - Additional Performance Guarantee will be 1% of Estimated Cost/ 1% Below Quoted Rate from 15% to 20% + 6.25% of Estimated Cost
- (iv) For Rate Quoted 20% below or more - Additional Performance Guarantee will be 2% of Estimated Cost/ 1% Below Quoted Rate from 20% or more + 11.25% of Estimated Cost

Note: Additional Performance Guarantee will be refunded after getting a certificate from the Engineer-in-charge that the work has been completed as per specification.

**14. ELGIBILITY CRITERIA:**

To qualify for opening of price bid of the contract, each bidder will be required to fulfil all eligibility criteria which are as below:

- a) Tenderer must be registered in any Govt. Civil Engineering Department and rules of registration of Bihar Govt. will be followed.
- b) Average Annual Financial Turnover (AAFTO) of the tenderer as certified by CA during last three years, ending 31st March of the previous financial year, should be at least **50%** of the estimated cost. The turnover will be indexed at the rate of 8% per year.

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c) **BID CAPACITY:-**

Tenderers who meet the minimum qualification criteria will be qualified only if their available bid capacity at the time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under:

Assessed Available Bid Capacity =  $(A*N*3-B)$ , where

**A** = Maximum value of civil engineering works executed in any one year during the last five years (updated to the current price level, rate of inflation may be taken as 8 percent per year), taking into account the completed as well as works in progress, as certified by CA in the Auditor's Report for the Financial Year.

**B** = Value, at current price level, of the existing commitments and on-going works to be completed during the period of completion of works for which the bids are invited.

**N** = Number of years prescribed for completion of the works for which the bids are invited.  
For fraction of years,

$$N = (\text{total no of months prescribed for completion of the works}) / 12$$

- d) Tenderer must have a valid PAN and GST Registration.
- e) Tenderer must submit Character Certificate for Tender/Contract works issued by District Police.
- f) Agency has to submit an Affidavit before Notary for Not abandoned any project/ Never been in litigation/ No relative or any person/Not Debarred in prescribed format. (**Annexure-II**).
- g) Experience of having successfully completed similar works in any Govt. dept as Prime Contractor, certified by the Engineer in Charge, not below the rank of an Executive Engineer or equivalent, during last 5 years ending last day of month previous to the one in which NIT is invited should be either of the following:-
- a. **Three** similar completed works costing not less than the amount equal to **40%** of the estimated cost,
- Or
- b. **Two** similar completed works costing not less than amount equal to **50%** of the estimated cost,
- Or
- c. **One** similar completed work costing not less than the amount equal to **80%** of the estimated cost.

**Note:**

1. Here "**Similar completed work**" means any Civil engineering work which comprises of RCC work, Brickwork, PCC work as major items of the work.
2. Bidders are also required to submit work order for which experience certificate is being submitted.

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- h) Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have record of poor performance such as abandoning the works, not properly completing the contract, litigation history or financial failures etc.

**Note: -**

- » **Financial Years 2021-22 2022-23, 2023-24, 2024-25 & 2025-26 will be considered for calculation of AAFTO and Bid Capacity.**
- » **If the tenderer doesn't fulfil the eligibility criteria then he will be disqualified for opening of Price Part of that tender**

**15. Validity of Tender:**

180 days after opening of technical part of the tender.

**16. The Earnest money may be forfeited :**

- 16.1. If the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
- 16.2. If the Bidder does not accept the correction of the Bid Price, pursuant to Clause 26; or
- 16.3. In the case of a successful Bidder, if the Bidder fails within the specified time limit to
  - (i) sign the Agreement; or
  - (ii) furnish the required Performance Security.

**17. Corrupt or Fraudulent Practices**

The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with the company and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.

**18. Each bidder should further demonstrate-**

- (a) Availability (either owned or leased) of the following key and critical equipment for this work: Based on the studies, carried out by the Engineer the minimum suggested major equipment to attain the completion of works in accordance with the prescribed construction schedule. Availability of the testing equipment required for establishing field laboratory to perform mandatory tests. The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.
- (b) Availability for this work of personnel with adequate experience as required.

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**(Technical & Comm.-Part)****संवेदक के अपूर्ण कार्यों की विवरणी**

- 1- संवेदक का नाम:—
- 2- पूरा पता:—

कार्य का नाम	कार्यदेश सं० एवं तिथि/एकरारनामा सं० एवं तिथि	विभाग का नाम	शेष कार्य की राशि	कार्य समाप्ति की तिथि	अभियुक्ति

मैं निष्ठापूर्वक घोषणा करता हूँ कि उपर्युक्त प्रवृष्टियां मेरी अधिकतम जानकारी के अनुसार सही ही । गलत अथवा भ्रामक सूचनाओं के लिए मैं पूर्णतः उत्तरदायी होउगा।

संवेदक का नाम एवं हस्ताक्षर—

तिथि—

## शपथ

'मैं अधोहस्ताक्षरी (साफ—साफ बड़े अक्षरों में नाम).....  
 ..... सुपुत्र/सुपुत्री/पत्नी श्री .....  
 .....शपथपूर्वक घोषणा करता/करती हूँ कि :—

(क) मेरे/हमारे विरूद्ध किसी प्रकार का अपराधिक मामला किसी भी न्यायालय में विचाराधीन नहीं है।

(ख) मुझे/हमें किसी सरकारी/अर्धसरकारी प्रतिष्ठान द्वारा वंचित (Debar), काली सूची में दर्ज (Black Listed) नहीं किया गया है।

(ग) मुझे/हमें किसी सरकारी/अर्धसरकारी प्रतिष्ठान द्वारा कार्य में देरी, विफलताएँ भ्रष्टाचार या किसी भी धोखाधड़ीपूर्ण व्यवहार के लिए अयोग्य घोषित नहीं किया गया है।

(घ) मेरे/हमारे कोई निकटतम संबंधी (अभिप्राय है पति/पत्नी/माता/पिता/भाई/बहन तथा इस तरह के ससुराल पक्ष के संबंधी) संबंधित कार्य प्रमंडल में कनीय अभियंता/सहायक अभियंता/कार्यपालक अभियंता/प्रमंडलीय लेखापदाधिकारी/लेखापाल के रूप में कार्यरत नहीं है।

(ङ) मेरे/हमारे द्वारा किसी भी आवंटित कार्य को अधूरा नहीं छोड़ा गया है।

(च) निविदा में संलग्न सभी प्रमाण—पत्र कागजात विवरणी जाली एवं गलत नहीं है।

उपर्युक्त कंडिका (क), (ख), (ग), (घ) एवं (ङ) में गलत सूचना देने का दोषी पाये जाने एवं कंडिका (च) में से कोई अभिलेख असत्य, नकली, जाली पाये जाने पर सक्षम प्राधिकार मेरे उपर विधि सम्मत दंड, मेरे निबंधन को काली सूची में दर्ज करने, प्राथमिकी दर्ज करने की कार्रवाई के लिए स्वतंत्र होंगे।

### —सत्यापन —

मैं .....शपथपूर्वक घोषणा करता हूँ कि  
 उपरोक्त शपथ पत्र में वर्णित सारी बातें जानकारी और विश्वास के अनुसार सत्य एवं सही हैं।

आज दिनांक ..... को श्रीमान् लेख्य प्रमाणक, .....  
 ..... के समक्ष अपना हस्ताक्षर बना दिया।

पहचानकर्ता

शपथकर्ता