



Government of Jharkhand  
RURAL DEVELOPMENT SPECIAL DIVISION,  
**CHATRA**

Bidding Documents  
**For F2 Contracts**

**N.I.T No.-RDD/SD/CHATRA/06/2025-26/RE-1/Gr\_9**

**NAME OF WORK:**

**Construction of Skill Training Centre at-Aara, Chatra.**

BOQ Amount :- **Rs. 59,68,277.00**

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Office of the Executive Engineer  
Rural Development Special Division, Chatra

**e-Procurement Notice**

**Tender Ref.No. : RDD/SD/CHATRA/06/2025-26/RE-1/Gr\_9**

|     |  |  |
|-----|--|--|
| 1.  | Name of work   | <b>Construction of Skill Training Centre at-Aara, Chatra.</b>                    |
| 2.  | Estimated BOQ Cost (Rs.)                                       | <b>Rs. 59,68,277.00</b>  |
| 3.  | EMD  | <b>Rs. 1,19,400.00</b>   |
| 4.  | Tender Fee   | <b>Rs. 10,000.00</b>   |
| 5.  | Time of Completion   | <b>09 Months</b>   |
| 6.  | Date of Publication of Tender on website                       | <b>:- 16.02.2026</b>   |
| 7.  | Date & Time of Bid Submission                                  | <b>Start Date:- 16.02.2026 at 11:00 AM<br/>End Date:- 23.02.2026 at 05:00 PM</b> |
| 8.  | Last date of submission of Bid online/Time for receipt of bids | <b>23.02.2026</b> Upto 05:00PM   |
| 09  | Date and Time of Technical Bid Opening                         | <b>25.02.2026</b> at 02:00 PM  |
| 11. | Name & address of office Inviting tender                       | Executive Engineer,<br>Rural Development Special Division, <b>Chatra.</b>        |
| 12. | Contact Number of Procurement officer                          | 9431060939   |
| 13. | Helpline number of e- Procurement cell                         | 9431060939   |

- Note :
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.
  2. Refund will only be issued to originated bank account used for the payment of Tender Fee and EMD. So, Bidders are advised NOT to close Bank Account used for online payment //(NEFT/RTGS) of tender free and EMD.
  3. No Hard copy/Physical copy is required to be submitted for tender opening/ valuation. However, Department may ask original documents for verification before award of contract.

Sd/-  
Executive Engineer  
R.D.Spl. Div., **Chatra**

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

Detailed instructions & documents to be furnished for online bidding

1. Guidelines for online submission of bids can be downloaded from the web site <http://jharkhandtenders.gov.in>
2. Interested bidders can download the bid from the web site <http://jharkhandtenders.gov.in>
3. Bidders in order to participate in the bidding process have to get 'Digital Signature Certificate (DSC)' as per Information Technology Act-2000 to participate in online bidding. This certificate will be required for digitally signing the bid. Bidders can get the above mentioned digital signature certificate from any approved vendors (CCA). Bidders, who already possess valid Digital Certificates, need not procure new Digital Certificate.
4. Bidders have to submit their bids online in electronic format with digital Signature. Bids with out digital signature will not be accepted. No proposal will be accepted in physical form.
5. Bids will be opened online as per time schedule mentioned in the NIT.
6. Electronic receipt of cost of tender paper and earnest money deposit ( Bid security) on submission of bid using payment gate way at designated bank i.e. SBI  
Various payment modes like internet banking /NEFT/RTGS of designated bank and their aggregate bank as well can be accessed by the intending bidders.
7. Only those bidders who successfully remit their cost of tender paper/tender fee and earnest money deposit while submission of bids would be eligible to participate in the tender/bid process the bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority i.e. office to the Executive Engineer Rural, Development Spl. Division, **Chatra** nodal agency, JAP: IT, NIC Jharkhand Unit and the designated banks shall not be held responsible for such pending of failure.
8. Uploaded documents of the successful bidder will be verified with the original before finalizing Tender/signing the agreement. The successful bidder has to provide the originals to the concerned authority.
9. The department will not be responsible for any delay in online submission due to any reason what so ever.
10. All required information for bid must be filled and submitted online.
11. Other details can be seen in the bidding documents.
12. **Preparation of Bids (Double Envelope)**
  - A.Technical Bid–(Fee/Pre-Qualification/Technical Cover)**
    1. Scanned copies of the following documents to be up-loaded in. pdf format on the web site <http://jharkhandtenders.gov.in>
      - i. Scanned Copy of Receipt of Tender fee.
      - ii. Scanned Copy of Receipt of Earnest Money.
      - iii. G.S.T. Registration with upto date GSTR-3B.

- iv. 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 Financial years;
  - a. *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.*
  - b. *26 AS of Income Tax*
- v. Tools & Plants.
- vi. PAN Card & Aadhar Card.
- vii. Registration Certificate.
- viii. Income Tax Return Last three Assessment Years.
- ix. Qualification of technical Person proposed for the Contract (1 Degree Holder and 1 Diploma Holder)
- x. Character Certificate.  
(if validity will be not mentioned then validity will be one year in the Character Certificate issued by Deputy Commissioner)
- xi. A statement mentioning name of tendering firm /tenderer, official address, postal address, status of firm (whether Public Limited Company or Single Proprietary or Registered Partnership or Joint Concern or Proprietary concern), name of manager/proprietor /authorized agent.
- xii. 50% Experience in Similar nature of work completed during the last three financial years, in their Registration Category. The certificate issued by Government Department shall only be valid.
- xiii. 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. 5.96 Lac** specified in the Appendix to ITB; [10% of the contract amount on bank letter head in the prescribed format].
- xiv. Undertaking that the bidder will be able to invest minimum cash up to 25% of contract value of work, during implementation of work
- xv. Minimum financial turn over amount in any one year should not be less than two times of the value of work in any one year of previous three financial years.
- xvi. Bidders are supposed to get valid Labour License after their allotment of work vide Labour Department Notification No. 814, Ranchi dated 27.04.2012.
- xvii. For empty Bitumin drum and empty cement bag Rs. 194.50/drum and Rs. 7.50 per bag respectively will be recovered from the contractor's bill.
- xviii. 1% (One percent) Labour cess shall be deducted as per the order of Government be sides deduction of Income Tax, GST, Royalty, Revenue from the bill of contractor as per existing rules of State /Central Government.
- xix. 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.

2. Scanned Copies of the Certificates showing details of machineries owned or possessed on hire should be up loaded after converting the same to. pdf format.
3. Affidavit stating bidder's agreement with the general rules, conditions of contract, and special conditions of contract must be submitted with bid in.pdf format. The bidder who disagrees on the conditions will not be eligible to participate in the tender.
4. Duly filled in & digitally signed BOQ.
5. Undertaking for Bid Validity of 180 days.
6. Uploaded documents of successful bidder will be verified with the original before finalizing Tender/signing the agreement. The successful bidder has to provide the originals to the concerned authority on receipt of such letter, which will be sent though registered post or delivered by hand.
7. Each uploading shall be digitally signed by the bidders.
8. UCAN (Up to Date Version) to be attached by the Contractor.
9. Affidavit regarding no pending works allotted to the contractor.
10. Affidavit regarding validity and correctness of information furnished by bidder in the bid.
11. Affidavit regarding arranging other required Tools, Plants & Technical Person as required during the work.
12. Bid Capacity.
13. Work Program.

**B–Financial Bid–(Finance Cover)**

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

Sd/-  
Executive Engineer  
R.D.Spl. Div., **Chatra**

## Special Term and Conditions

- 1) The Technical capability of any tender will be considered only after due competency in Bid capacity and Tools and Plants Capacity each.
- 2) Only Technically Valid bidder rate should be accepted.
- 3) वैसे निविदादाता की निविदा स्वीकार नहीं की जायेगी जिनका आवंटित कार्य लंबित है।
- 4) The subletting of work to anyone after agreement by the Contractor will be treated as breach of agreement and after receiving due information the agreement will be rescinded and the Black Listing of contractor will be done.
- 5) The allotment of work to any contractor will be considered by taking in to account the Tools and Plants and the financial capacity in view of the total work value under Rural Development Department (R.W.D)
- 6) The time of completion of the work will be maximum **09 Months** for all the components of this tender i.e.,
- 7) The tenderer shall visit the site before bidding.
- 8) पथ निर्माण विभाग, झारखण्ड, राँची के संकल्प सं० 2146 (s) दिनांक 09.09.2020 में निहित प्रावधान के आलोक में :-
  - a. Bill of Quantity (BoQ) का 10% (दस प्रतिशत) से नीचे के दर की निविदाएँ भी अनुमान्य होंगी।
  - b. वैध एवं समान दर की निविदाओं के मामले में निविदा का निष्पादन पारदर्शी तरीके से लॉटरी (Lottery) की पद्धति द्वारा की जायेगी।
- 8) The rate /amount quoted by bidder, in case of paisa it should be upto two digits.
- 9) Rate quoted for Non SOR items should be inclusive of all taxes and labour cess.
- 10) Agreement will be done on F2 format long with all mentioned condition in the tender document.

**OFFICE OF THE EXECUTIVE ENGINEER**  
**RURAL DEVELOPMENT SPECIAL DIVISION, CHATRA**  
**e-Procurement Notice**

E-Tender Reference No.:- **RDD/SD/CHATRA/06/2025-26/RE-1/Gr\_9**

The under signed, 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 **R.D.D.(R.W.A.)**, **Government of Jharkhand**. The bid shall be submitted online in the web site <http://Jharkhandtenders.gov.in>. The bidder(s) should have necessary portal enrolment with their own Digital Signature Certificate.

| Sl. No. | Name of the work Identification No./ Package No.  | Estimated (BOQ) cost, (Rs.) | Earnest money (Rs.) | 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       | <b>Construction of Skill Training Centre at- Aara, Chatra.</b><br><b>RDD/SD/CHATRA/06/2025-26/RE-1/Gr_9</b> | <b>59,68,277.00</b>         | <b>1,19,400.00</b>  | <b>10,000.00</b>          | <b>II Class</b>     | <b>09 Months</b>   | Executive Engineer, R.D.S.D., <b>Chatra</b> |

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

| Sl. No. | Procurement Officer                          | Place of Opening   | Availability of tender on-line for bidding       |  | Date & Time of technical bid opening           |
|---------|--|--|--|--|--|
|         |  |  | From   | To   |  |
| 1       | 2  | 3  | 4  | 5  | 6  |
| 1       | Executive Engineer, R.D.S.D., <b>Chatra.</b> | Office Of The Executive Engineer, R.D.S.D., <b>Chatra.</b> | <b>Date 16.02.2026</b><br>Time : <b>11:00 AM</b> | <b>Date 23.02.2026</b><br>Time : <b>05:00 PM</b> | <b>Date 25.02.2026</b><br>Time <b>02:00 PM</b> |

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 **09 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 Executive Engineer, R.D.S.D., **Chatra** on any working day during office hours before submitting bid.
5. DELETED. (Note: EMD /Cost of BOQ amount must be scanned copy as per Clause no 6 )
6. DELETED.
7. Contractor should attach up to date GST Return/ Income Tax certificate and Financial Turn over of last three years.
8. It will be obligatory on the part of the tenderer to keep their offer open for acceptance for a period of 180 days from the last date of submission of the tender.
9. 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 as signing any reasons there of.
10. In the case of successful tenderer (here in after called contractor) the amount of E.M. will be transferred towards Initial Security Deposit in such a manner so that the security deposit will form part of 5% of the approved amount of the approved tender & the remaining 5% shall be recover able from the sub sequent bills of the contractor.
11. The Earnest Money of the successful tenderer (here in after called the contractor) which a company 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 with in 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 sub sequently his registration may be cancelled.
12. The N.I.T. along with BOQ, general rules, conditions of contract and copies of which are available on the web site—<http://jharkhandtenders.gov.in> will form part of the contract document.

13. It is essential for the tenderer(s) to have owner ship of the following Machineries in Working condition:

| Sl.No. | Type of Equipment   | Minimum Number |
|--------|---|----------------|
| 1      | Water Tanker  | 2              |
| 2      | Concrete Mixes with integral Weigh Batching facility                          | 2              |
| 3      | Concrete Batching and Mixing Plant (Minimum Capacity –15M <sup>3</sup> /hour) | 1              |
| 4      | Excavator   | 1              |
| 5      | Steel Propping  | 5              |
| 6      | Road Roller (Vibratory)   | 1              |
| 7      | Grador  | 1              |
| 8      | Generator 100kva  | 1              |
| 9      | Bar Cutting Machine   | 1              |
| 10     | Bar Banding Machine   | 1              |
| 11     | Welding Machine   | 1              |
| 12     | Vibrator (Niddle Type)  | 2              |
| 13     | Vibrator (Surface)  | 2              |
| 14     | Concrete Mixer Machine  | 2              |
| 15     | Concrete Cutter Machine   | 2              |

14. Bidder should submit papers for following construction equipment as per ITB.
15. Payment against works will be made subject to availability of fund.
16. Certificate regarding bid correctness of all submitted documents.
17. Tenderer(s) are required to attach with their tenders authorized and valid certificates regarding their actual owner ship of the machineries mentioned in clause 14 above, failing which their claim for allotment of the work may be rejected.
18. Valid certificates of actual owner ship of the above mentioned machineries attached with the tenders must prove that the tenderer/tenderer(s) himself/ themselves are actual bona fide owners of those machineries and the same are in working condition.
19. Payment against works will be made subject to availability of fund.
20. Minimum Financial Turn over in any one year should not less than the value of work, during previous three financial years.

### Escalation factors

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

19. Assessed available Bid Capacity =  $1.5 \times A \times N - B$  where,

A= Maximum value of civil work executed in one year with in last three years (in Lac)

B= Work in hand (Amount of work that has to be done) -in Lac

N= Time of completion (in year) of the scheme as mentioned in N.I.T.

20. Available Bid Capacity shall not be less than the Value of the work.

21. UCAN must be attached by the Contractor with out UCAN Contractor is not eligible for the tender.

Sd/-  
Executive Engineer  
R.D.Spl. Div., **Chatra**

## GENERAL RULES

Bidders have to fill in all such information as required in the tender documents.

The item rates quoted by the tenderer shall be inclusive of Income Tax, Sales Tax, Royalty or any other Provincial and Central Taxes applicable at that time. Provisional or conditional tender shall not be accepted.

The tenderer shall be presumed to have carefully examined the conditions of the contract and specifications of the work. The tenderer will also be deemed to have inspected the work site and to have satisfied himself/ herself /themselves independently as to the nature, extent and practicality of all works and required road approaches & other means of communication & access to the site, lands, buildings, available for a commodation that may be required for temporary purpose in connection with the contract of work, as also availability of construction materials, location of work site including its climate & other geological characteristics, availability of skilled, semi-skilled & unskilled labourers. The consequences of the lack of necessary knowledge will be borne entirely by tenderer.

The tenderer shall submit a program of the execution of the work along with the tender.

The tenderer will maintain watch guards for the safety of the materials, if any, supplied by the department at his own cost.

All labourers engaged in the work are to be paid wages as per Minimum Wages Act in force at the time of execution of this work.

The tenderer will provide to the labourers, huts for shelter, drinking water and medical facilities at site and keep the site clean at his own cost.

Extension of time may be granted on valid ground by the competent authorities as per Government rules and circulars in force and as revised from time to time.

On receipt of the written order from the Executive Engineer, Rural Development Special Division, **Chatra**. The successful tenderer will first deposit the balance amount of initial security deposit (ISD) within the specified period of ten days and then enter into an agreement with Executive Engineer on the basis of the stipulation in the approved tender documents before the issue of work order.

The earnest money of the successful tenderer will be forfeited in case the tenderer declines to sign the agreement or fails to deposit initial security money within 10 days of being called upon to do so after approval of the tender by the Competent Authority.

The items of works, plans, specification or any other information in connection with the work can be seen in the office of the Executive Engineer, Rural Development Special Division, **Chatra** on any working day during office hours for E-filing the tender.

(a) If the rate quoted by the tenderer is above the BOQ rate and the competent officer has approved above the BOQ rate, then the enhancement over the BOQ rates shall not be applicable over the cost of materials applicable as per latest Road Construction Department circular.

(b) If the tenderer quotes the rate below the BOQ rate and the competent officer approves it, then the reduction over the BOQ rate shall be applicable on all items of work including the cost of materials applicable as per latest Road Construction Department circular.

Sd/-  
Executive Engineer  
R.D.Spl. Div., **Chatra**.

## SPECIAL CONDITIONS FOR F2 CONTRACT

- 1 The successful tenderer (here in after called the Contractor) must maintain a site order book at each work site which will be produced when asked for by the departmental officers for need full. This book must at all times be available at the site and should be produced before any inspecting or super vising officer without fail. The instructions given in the site order book shall be complied by the contractor. A copy of the same should be kept by the Junior Engineer. The site order book may be submitted to Executive Engineer with running account bills, if required, but must be submitted with final bill.
- 2 The contractor should always remain available at the work site, but where it is not so possible for him to do so, he must appoint a representative for the purpose who would be duly authorized by the contractor to receive instructions and carry out instruction of departmental officers, and also to receive letters. He may also delegate to him any other power as he thinks fit, but in every case he will inform immediately the concerned Junior Engineer, Sub Divisional Officer and Executive Engineer regarding appointment of such representative along with his name and identity in writing by Regd.Post with A/D.
- 3 If the Royalty clearance certificate for mines /minerals used in the work is not produced with the bill,Royalty will be deducted from the concerned running bill ,as per the instruction of the Department of Mines. Production of royalty clearance certificate along with the final bill is a must, failing which final bill will neither be passed not paid, and for such non-payment or delay in payment ,the who lend so responsibility will be of the contractor alone.
- 4 The contractor shall provide sufficient plant,equipments and labour and shall work such hours and shifts as may be necessary to maintain the progress schedule. The working and shift hours shall comply with all Govt, rules and regulations in force from time to time during the entire period of execution of the contract work.
- 5 The contractor should get the sample of all the materials approved by the E/I, before collecting the same for use at work site. The sample in sealed glass jars shall be kept in the custody of the E/I.
- 6 The contractor shall have to get tested the strength of cement concrete (both plain & reinforced) for each days casting as per BIS codes. Achievement of the pre scribed cube strength is a must.The cost of concrete cubes moulds, curing, carriage of cubes to and from the testing laboratory and all ot her incidental charges incurred in this regard shall be borne by the contractor.
- 7 The contractor shall conduct as many tests on materials, intermediate products such as concrete mixture/ mortar mixture at his own cost. He shall also if required by the E/I, arrange for such test. If the quality of materials appears to be in ferior or the portion of the work is found to be defective or unsound, the contractor may be asked to remove and or pull down and re-execute the same at his own cost. The contractor shall bear all costs in this regard, without any relaxation in regard to period of contract.
- 8 For works exceeding Rs.50 (Fifty) Lacs, it will be obligatory for the contractor to keep a properly equipped testing laboratory near the work site at his own cost,where he will get the sample stested as per relevant BIS Code.
- 9 All rejected materials will have to removed from the site by the contractor, after their rejection,with in seven days from the date of written order of E.E, failing which the E.E will get these removed in whats oever manner he thinks fit and will recover the cost involved for such removal from the contract or after lapse of seven days time.
- 10 If the actual lead of materials like stone metal, stone chips, boulder, bricks, sand, moorum etc., is found to be less than the lead provided in the BOQ, then its payment will be made proportion at on reduced rate. (Reduction in rate will be made in the ratio of approved rate and rate provided in the BOQ remaining the same).
- 11 It will be essential to do all items of Building works (Original work) in sequence in a scientific manner .Work shall be executed in a such a manner which leads to progress of all items of work simultaneously Floor-wise/ Block-wise always from on end to the other ,so that the complete road is available for use in onest retch from that very end
- 12 The department reserves the right of omitting or suspending the construction or changing site etc. if considered necessary at any stage.

- 13 The work incidental to items included in the BOQ shall not be paid extra and the tendered rates are deemed to include these:-  
(i) Site clearance such as clearing of shrubs, bush, wood-under growth & small trees not exceeding 12” in girth measured at 3’ above the ground. (ii) Setting out works, profile, lay-out etc.  
(iii) Benching or excavation of foundation trenches. (iv) Excavation for insertion of planking and shuttering. (v) Forming (or leaving) stop in sides of deep excavation & their removal after measurement. (vi) Bailing out rain water/ and or surface water in case the excavated foundation trenches were filled up by these.
- 14 CLAIM SHALL NOT BE ADMISSIBLE under following circumstances:-  
a) Extra items of work done without written order of competent departmental officer.  
b) In case of sudden fluctuation and/ or increase in rate so for labour, materials, royalty, various taxes, rail way freight, fuel, lubricants, carriage cost etc. at any stage of the work  
c) Non-availability of labour for any category required for the work.  
d) Labour sitting idle due to any reason/ cases.  
e) Delay in communication regarding any change so modification in design, drawing, specification, alteration & addition etc.  
f) Loss sustained due to:-  
1) Acts of enemies including agitation by Public and Riot to.  
2) Transport at iron and Procurement difficulties.  
3) Natural Calamities.  
4) Any other circumstances beyond human control.
- 15 Extension of time, if justified, may be granted by the different competent officers for different periods of time, for different types and values of works as per rules/ circulars /guidelines in force. Other wise penalty for non-full fill ment of the contract may be imposed, after giving due consideration for poor progress at different stage so for works without valid and satisfactory reasons. The Officer granting such extension of time has the full liberty to weigh & examine the circumstances which lead to such requirement for full fill ment of contract, and use his own discretion for passing final orders, which shall be treated as final and shall be binding and conclusive on the contractor.
- 16 The contractor shall, if required by the E/I arrange to test materials at site or get them tested in recognised departmental testing laboratories at his own cost in order to prove their soundness and sufficiency as per specifications laid down .The number of tests required for different items will be specified by the E/I.
- 17 The tenderer will have to enclose an affidavit as per format annexed for arranging the Batch Mix Plant/ Concrete Mixture, Transit Mixture, Vibrator and other equipments shown as credential, not specifically required to be owned, on hire or otherwise, as may be necessary for completion of this specific work.
- 18 The successful tenderer shall be bound to adhere to and follow rigidly the labour laws in vogue or which may complaint of or seven after execution of the contract agreement with regard to payment to work men of their wages, compensation for incurring injuries or meeting death while engaged in actual work and registration with the appropriate labour authorities and sales tax department, failure on the part of the successful tendered to full fill these statutory requirement will empower the engineer-in charge rescind the agreement and make good form the bills and other dues of the tendered. The amount payable by him to the work men on the government short of recondition of agreement the Engineer-in charge may enforce other penal action/legal action soon this scope against the tendered.
- 19 The tendered must offer with their tenders a time schedule of construction /bar chart according to which it is proposed by him to complete the work within the time stipulated in the tender. This will however be subject to modification and approval of the Engineer-in charge. The successful tenderer shall be offer temporary site free of cost for erecting his temporary field office, workshop, stores and labour hutments. On completion of work there will have to be removed and the site properly dressed and cleared to the satisfaction of the Engineer-in charge at his own cost The overall completion of the work shall be reckoned on the date that the above sale clearance is done after completing the building as per agreement and specification.
- 20 The responsibility for the safety and specification of the temporary works mentioned in Para- 18 and 19 above shall be responsibility.
- 21 The payment for final bill will not be made until the contractor has handed over vacant possession of the land vides para-19 above to the Engineer-in charge.

- 22 All Building materials and hard ware collected at the site for the construction shall be so stored that it may be possible and convenient for instruction by the Engineer-in-charge or his representative at all time.
- 23 The rates entered in to contractor agreement shall be final and conclusive nothing extra beyond them shall be payable either on account of price hike, increase in taxation rates and increase in freights and fare etc.
- 24 During the execution of the work the contractor shall be bound to furnish a monthly programmed of work according to which he will work after obtaining approval of Engineer in charge or his representatives.
- 25 The work shall be deemed to have been completed only after the contractor has obtained a certificate to this effect from the engineer-in charge.
- 26 The period of defect liability shall be 12 (Twelve) months from the date of completion as certified by the Engineer-in charge during which it shall be in cumbent up on the contractor as maintain and make good all the damages in the building. ( For non schedule items full or **partial** repair/ replacement which over is required.)
- 27 The site for construction shall have to be properly cleaned to at least 5 feet all round the site, all roots of trees and plants shall have to be taken out completely and holes filled up with earth and rammed. The trees which come under the building site, shall be up rooted completely and stacked at least 5 feet beyond the construction site after obtaining and stacked at least 5 feet beyond the construction site, after obtaining permission in writing from Engineer-in charge after completion of construction the site shall have to be nearly dressed and leveled and all surplus materials shall be removed from the premises For these works no extra payments shall be made to the contractor.
- 28 The contractor shall engage technical staff for execution of the work as the work as required and approved by the Engineer-in-charge.
- 29 The decision of the Engineer-in-charge in respect of the quality of materials and work man ship shall be final conclusive up on the contractor
- 30 The contractor shall be free to use his own truck registered in his own name or in the name of any of his partner for the transport at in of material so there wise he will have to use public carrier for the purpose.
- 31 The tender being an item rate, the Engineer-in-charge shall be empowered to call upon the contractor to work for quantities same or less than these stipulated in the tender document and the contractor shall be bound to execute such order.
- 32 Any tax payable under local rules and acts shall be borne by the contractor entirely on his own cost.
- 33 The employer reserves right to split up the works amongst more than the tenderers for which no claim will be entertained.
- 34 Safety precaution as lay down in the safely codes shall be taken by the contractor during execution of the work.
- 35 Any work, which does not confirm to the BCD specification standard, shall be dismantled for re-doing by the contractor at his own cost.
- 36 Every tender must be accompanied with the forwarding where in the details of earnest money. Registration number of any other matter which the tendered wish estomention .
- 37 The tenders before offering for the work are expected to inspect the site of work and acquaint themselves with the situation obtaining there with regard to the liability of Labour and materials no claim on account of lead of varies items of building material will be admissible as the rate for each item is for complete job.
- 38 The materials and work man ship should confirm strictly and rigidity to the B.I.S specification /BCD. Specification as mentioned in tender document.
- 39 The articles of building hard wares e.g. brick khoa, surkhi lime stone ballast fine and course dagger gate, timbers, hinges, bolt shandles, screws glass steel windows and doors and other miscellaneous items shall be of best quality available at the time and shall be used only after the Engineer-in charge gave approved them In this be half the decision of the Engineer-in-charge shall boot be opened to challenge or question by the contractor.

- 40 The rates for R.C.C. Work shall be inclusive of centering shuttering, Ming laying and curing and exclusive of cost of reinforcement, bonding binding and placing.
- 41 The contractor shall be bound to make arrangement for first aid for the workmen at the site of work and make arrangement at his own cost for medical treatment of work men injured seriously at the site in course of execution of work.
- 42 Where in case of any dispute between the work men 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 work men after he has satisfied himself after enquiry that the claims of work men are correct and justified and such payment by the Engineer-in-charge shall be adjusted from the due so for the contractors.
- 43 The quoted rate shall be inclusive of sales tax under the Bihar Finance Act, 1984 on works contract together with all Jharkhand Taxes, including Labour Tax.
- 44 The contractor will make his own arrangement for watch and ward and may loss of Govt. materials / or the rmaterials will be to the account of the contractor.
- 45 All materials to be supplied by the tendered for use in work should be get approved in writing by the Engineer-in-charge that it is proper to use in the work. All rejected materials will have to be removal at his own cost from the site after rejection otherwise department may dispose them as they like and also recover the cost of removal from the site.
- 46 All works should be get approved and passed by the Engineer-in-charge in writing before they are filled up covered and finished as the case may be.
- 47 The agreement will be drawn in standard form F-2 contractor agreement of the P.W.D (Building) Govt. of Jharkhand. The N.I.T and the special condition will form part of the agreement. The standard form F-2 may be inspected in the office of the **Executive Engineer, Rural Development Special Divison, Chatra.**
- 48 Tendered (s) may not entertain those contractor whose performance of works have been found unsatisfactory and in on record.

Sd/-  
Executive Engineer  
**R.D.Spl.Division, Chatra.**

## CONDITIONS OF CONTRACT

### Compensation

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

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

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

### Action when personal security deposit

Clause 3: In any case which under any clause or clauses of or this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Government (where paid in one sum or deducted by installments) the Executive Engineer on behalf on the Jharkhand Government shall have been powered to adopt any of the following courses, as he may deem best suited to the interest of Government.

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

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

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

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

Contractor remains liable to  
Pay compensation if action not  
take under clause 2.

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

Extension of time

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

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

Final certificate

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

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

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

Provided that, if any balance of the 10% security is outstanding from each such payment shall be deducted so much not exceeding 5% may be necessary to make up the balance of the security. All such intermediate payment to the contractor shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the repute of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or recreated be considered as an admission of due performance of the contractor, or any part thereof in any respect, or the actual of any claim nor shall it conclude, determine or affect in any way the powers of the Engineer-in-charge under these conditions or any of them as so the final settlement or adjustment of the accounts or in any other way vary or affect the contract.

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

Stores supplied Government.

Clause 9: If the specification or estimate of the work provides for the use of any special description of material to be supplied from the Engineer-in-charge's stores or if it is required that the contractor shall use certain stores to be provided be the Engineer-in-charge under the conditions of this contract or (such materials and stores, and the prices to be charged therefore as herein after mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract are specified or memorandum here to annexed) the contractor shall be supplied with such materials and stores noted in the annexed such schedule require from time to time to be used by him for the purposes of the contract, only and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule may be set off or deducted from any sums then due or there after to become due to the contractor under the contract or otherwise, or against or from the security deposit, or the proceed of sale there of, if the same is held in Government security the same or sufficient portion thereof in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall not on any accounts be removed from the site of the work and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in correctly in good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-charge's store, at the prevailing market rate or at the issue rate whichever is less if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials unless with such consent and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage to or any such materials.

Work to be executed in accordance with specification drawing other etc.

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

Alteration in specifications and designation.

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

Do not invalidate contract

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

Rate of work no in estimate or schedule of rates of the district.

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

Compensation for alteration in or restriction of work to be carried out.

Clause 12: If at any time after the commencement of the work the Government of Jharkhand shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage, which he might have derived from execution to the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alternation having been made in the original specification, drawing, designs and instruction which shall involve any installment of the works as originally contemplated clause 12 (a). As enclosed in G. O. 1929 dated 11.9.56.

Clause 12:- (a) The contractor shall not be entitled to claim any compensation for loss suffered by him on account of delay by or on behalf of Government in the supply of materials as stores which the Government may have undertaking to supply where such failure is due to :-

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

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

Action and compensation payable in case of work

Clause 13: If it shall appear to the Engineer-in-charge or his subordinate in-charge of the work that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or by any materials or articles provided by him for the execution of the work are unsound or

of a quality inferior to that contracted for at otherwise not in accordance with the contract, the contractor shall on demand in writing form the Engineer-in-charge specifying the in advertently passed certified and paid for, forthwith rectify or remove and re-contract the work so specified in whole or in part as the case may remove the materials or articles so specified and provided other proper and suitable materials or articles at his own proper charge and cost, and in the event of failing to do so within period to be specified by the Engineer-in-charge in his demand aforesaid the contractor shall be liable to pay compensation at the rate of one percent, on the amount of the estimate for every day not exceeding ten days while his failure to do so shall continue and in the case of any such failure the Engineer-in-charge may certify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

Work to be taken to inspection

Clause 14: All work under in course of execution or executed in presence of the contractor shall at the times to open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours and at all other time at which reasonable notice of the intimation of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself to be present to receive orders and instruction, or have a responsible agent duly credited in writing present for that purpose orders given to the contractors agent all shall be considered to have the same force as if they had been given to the contract himself.

Contractor or responsible Agents to be present

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

Notice to be taken before work covered up.

Clause 16: If the contractor or his work-people, or servants shall break, deface injury or destroy any part of a building in which they may be working or any building, road, road curves, fence enclosure water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous on which the work or any part of it is being executed or if any damage shall happen to the work, while in progress from any cause whatsoever or any imperfection become apparent in if within three months (six months in the case of a road-work) after a certificate final or other of its completion shall have been given by the Engineer-in-charge.

Contractor liable for damage done and for imperfection a months and after certificate

as a fore seal, the contractor shall make the same good at his own expense, or in default, the Engineer-in-charge may cause the same to be made be good by other works men and deduct the expense of which time thereafter may become due to the contractor, or from his security deposit, or the proceed of sale there of, or of a sufficient portion there of the security deposit at the contractor shall not be refunded before the expiry of three months (six months in the case of a road work) after the issue of the certificate final or otherwise of completion of work provided that in the case of a road work if in the opinion of the Engineer-in-charge behalf of

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

Contractor to supply to plant ladder scaffolding etc.

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

And is liable for damage arising for non-provision of light fencing etc.

Work not to be subject

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

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

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

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

Clause 19: The contractor shall not be assigned or subject without the written approval of the Executive Engineer. And if the contractor shall assign or subject his contract, or attempt so to do, or become insolvent proceedings to make any composition with his creditors or attempt so to do, or if any bribe, gratuity, gift loan, requisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given promised, or offered by the contractor, or any of his servant or agents to any public officer, or person in the employ of Government in any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract the Executive Engineer may there upon by notice in writing rescind the contract. The security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequence shall ensue as if the contract

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

Such payable by way of compensation to be considered reasonable compensation without reference to actual loss

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

Charges in constitution of firm

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

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

Works to be under direction of Superintending Engineer

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

Deleted

~~Clause 23: In case any dispute or difference shall arise between the parties or either of there upon any question relating to the meaning of the specifications, designs, drawing and instructions here before mentioned or as to the quality of workmanship or materials used on the work or as to the construction of any of the conditions or any clause or thing there in contained or as to any question, claim, rights of the parties, or any matter, or things whatsoever in any way arising out of or relating to the contract designs, drawings specifications, estimates, instruction order of these conditions or otherwise concerning the work or the execution, or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof or as the breach of those contract then entire party shall forthwith give to the order notice of, such dispute or difference and such dispute or difference shall be referred to the Superintending Engineer of the circle and his decision there on shall be final, conclusive and binding on all the parties.~~

Lump sum in estimate

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

Action where no specification

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

Definition of works

Clause 26: The expression “work” or “works” where used in these conditions shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the work by or virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

Clause 27: संवेदक त्रुटि पूर्ण सामग्रियों की आपूर्ति एवं व्यवहार के लिए पूर्णतया दोषी माने जायेंगे तथा बड़े-बड़े कार्यों के संवेदक (रु० 10 दस लाख के उपर के कार्य के संवेदक) जिन्हें अपना कनीय अभियंता/सहायक अभियंता रखना आवश्यक है, उनके खराब काम किये जाने पर उनके संबंधित कनीय अभियंता तथा सहायक अभियंता को भी दोषी माना जायेगा।

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

**Witness**

**Contractor**

# AFFIDAVIT

## Annexure-2

1. I,.....the under signed, swear that after receiving the letter of Award of work, I will arrange there qui site tool sand machinery viz ..... And other such equipment other than those specifically required to be owned by purchase, lease or hire and submit the proof there of, at the time of execution of the Tender/Agreement.
2. I,.....the under signeds wear that, I will employ a degree holder engineer with at least 3 year's experience or a diploma holder engineer with at least 5year'sexperience for the above work.
3. I,.....the under signed swear that, I will establish a fully equipped site laboratory for the a fore said work with at rained laboratory technician.
4. I,.....do authorize the Executive Engineer, Rural Development Special Divison, **Chatra** 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 full filled.

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

.....  
Title of officer

.....  
Name of Firm

.....  
DATE

# **Affidavit**

(Sample format)

I,.....S/o.....

Address.....

(Owner/Partner) of the firm.....

(Name of the Firm) do here by so lemnly affirmas 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 MED and may initiate process of black listing against the firm.
2. The undersigned also hereby certifies that neither our firm M/S .....have abandoned any work of Rural Development Department (Rural Works Affairs), 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 this Circle area in Rural Development Department (Rural Work affairs), Jharkhand.
6. That I/my firm/Company is not black listed order barred any where.
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 here by declare that above statements are true and correct.

Deponent

**Identified by**

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

**BANK CERTIFICATE**

This is to certify that M/S \_\_\_\_\_ 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 over  
draft/credit facilities to the extent of Rs. \_\_\_\_\_ to meet their working capital requirements for  
executing the above contract.

Signature of Senior Bank Manager \_\_\_\_\_

Name of the senior Bank Manager \_\_\_\_\_

Address of the Bank \_\_\_\_\_

Stamp of the Bank

**Note:** Certificate should be on the letter head of the bank and in above format exactly .Certificate having any  
change regarding imposition of terms and conditions will cause the proposal with the bidder participation to be  
disqualified.

## निविदा की शर्त :-

1. ग्रामीण विकास विभाग (ग्रामीण कार्य मामले), झारखण्ड सरकार के अन्तर्गत समुचित श्रेणी में निबंधित संवेदक भाग ले सकेंगे।
2. संवेदकों का अद्यतन UCAN Registration (Up to Date Version) होना अनिवार्य होगा।
3. G.S.T. Registration Certificate with up to date GSTR-3B समर्पित करना अनिवार्य होगा।
4. Income Tax Return Last three Assessment Years समर्पित करना अनिवार्य होगा।
5. अद्यतन चरित्र प्रमाण पत्र (Issued by Deputy Commissioner) समर्पित करना अनिवार्य होगा।
6. निविदा में स्थानीय संवेदक को प्राथमिकता दी जायेगा।
7. एक NIT में दो कार्य आवंटित नहीं किया जायेगा।
8. विभाग/जिला द्वारा Debar/Blacklist किये गये निविदादाता की निविदा स्वीकार नहीं की जायेगी।
9. कार्य लंबित रखने वाले निविदादाता के निविदा पर विचार नहीं किया जायेगा।
10. लंबित कार्यों की सूची संलग्न करना अनिवार्य होगा।
11. तकनीकी रूप से वैद्य निविदा का ही निविदा दर मान्य होगी।
12. सामान प्रकृति के कार्य का (BOQ राशि के कम से कम 50%) कार्य अनुभव संलग्न करना अनिवार्य होगा।
13. SBD के अनुसार निर्माण कार्य में लगने वाले आवश्यक यंत्र-संयंत्र का Purchase Bill (TIN/GSTIN)/स्वामित्व धारण करने वाले व्यक्ति के साथ Agreement (100 रुपया का Non Judicial Stamp Paper with Purchase Bill) की मूलप्रति संलग्न करना अनिवार्य होगा जिसमें TIN/GSTIN Mention होना अनिवार्य है।
14. निविदादाता विगत तीन वर्षों का वित्तीय टर्नओवर केवल सिविल इंजीनियरिंग और निर्माण आदि कार्यों का चार्टर्ड अकाउंटेंट द्वारा प्रमाणित प्रमाण पत्र संलग्न करना अनिवार्य होगा। जिसमें कम से कम एक वर्ष का वित्तीय टर्नओवर परिमाण विपत्र की राशि के दोगुने समतुल्य हो।
15. परिमाण विपत्र की राशि घट-बढ़ सकती है, तदनुसार अग्रधन की राशि देय होगी।
16. 10 लाख से उपर के कार्यों में तकनीकी रूप से दक्ष सिविल अभियंता रखना अनिवार्य होगा। इस संबंध में अभियंता का Agreement Letter संलग्न करना अनिवार्य होगा।
17. किसी प्रकार की दर बढ़ोतरी (Price Escalation) मान्य नहीं होगा।
18. सशर्त एवं अस्पष्ट निविदा अमान्य होगी।
19. निविदा आमंत्रण सूचना में अंकित शर्त एकरारनामा के अभिन्न अंग होगा।
20. कार्य से संबंधित विशेष जानकारी किसी कार्य दिवस में कार्यपालक अभियंता, ग्रामीण विकास विशेष प्रमण्डल, चतरा के कार्यालय से प्राप्त की जा सकती है।
21. सफल निविदाता को कार्य आवंटित होने पर 07 (सात) दिनों के अन्दर एकरारनामा कर कार्य प्रारम्भ करना होगा अन्यथा उनके अग्रधन की राशि का जब्त करते हुए दूसरे योग्य न्यूनतम निविदादाता के नाम पर कार्य आवंटित कर दिया जायेगा तथा प्रथम सफल निविदादाता का कोई भी दावा मान्य नहीं होगा।
22. 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।
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. कार्यों की डिफेक्ट-लाईबिलिटी की अवधि एकरारनामा के अनुसार होगा। डिफेक्ट-लाईबिलिटी की अवधि में क्षतिग्रस्त होने पर संवेदक को अपने खर्च पर पुनः निर्माण/मरम्मत करना अनिवार्य होगा।
26. निर्माण कार्य के प्रयोग में लिये जाने वाले सामग्रियों Royalty e-challan समर्पित करना अनिवार्य होगा अन्यथा सरकार द्वारा निर्धारित Penalty Rate के अनुरूप कटौती की जायेगी।
27. निविदादाता को एकरारनामा के समय निर्माण कार्य का Work Programme समर्पित करना अनिवार्य होगा।
28. निधि उपलब्ध होने पर ही संवेदक का विपत्र का भुगतान किया जायेगा।
29. योजना कार्यान्वयन के क्रम में तीन जियोटैग फोटोग्राफ (प्रारंभ, मध्य एवं कार्य समाप्ति) विपत्र के साथ समर्पित करना अनिवार्य होगा।

30. कार्य प्रारंभ करते ही संवेदक को कार्य से संबंधित सूचनाओं के लिए सूचनापट्ट का निर्माण अपने खर्च पर करना अनिवार्य होगा।
31. किसी भी परिस्थिति में आवंटित कार्य को 'सबलेट' नहीं किया जायेगा अन्यथा इस संबंध में समुचित सूचना प्राप्त होने पर एकरारनामा रद्द करते हुए संवेदक को काली सूची में डालने की कार्रवाई की जायेगी।
32. संवेदक को श्रम अधिनियम कार्यालय से भवन एवं अन्य स्वनिर्माण कर्मकार (नियोजन एवं सेवा शर्त विनियमन) अधिनियम 1996 के तहत निबंधित होना आवश्यक है।
33. डीजल, पेट्रोल अथवा कार्य में लगने वाले अन्य सामग्रियों का कीमत वृद्धि होने पर किसी प्रकार का दावा मान्य नहीं होगा।
34. गुण नियंत्रण जॉचफल संवेदक को अपने खर्च पर सरकार द्वारा प्राधिकृत संस्थानों/परामर्शी से कराकर समर्पित करने के उपरान्त विपत्र का भुगतान किया जाना संभव होगा।
35. योजनाओं का क्रियान्वयन विभागीय निर्देश एवं P.W.D मार्गदर्शिका के अनुरूप सुनिश्चित करना होगा।
36. निर्माण कार्य में उपयोग होने वाले सामग्री की आपूर्ति विभाग द्वारा नहीं की जायेगी।
37. निर्माण कार्य में उपयोग में लिये जाने वाले लघु खनिजों का क्रय चतरा जिलान्तर्गत अनुज्ञिप्त प्राप्त पट्टेदारों से करना होगा तथा संबंधित परिवहन चालान को सत्यापन के उपरान्त ही विपत्र का भुगतान किया जायेगा।
38. एकरारनामा विहित प्रपत्र F2 में **Clause-23** छोड़कर किया जायेगा।
39. निविदा डालने के पूर्व कार्य स्थल की भौगोलिक परिस्थिति एवं निर्माण सामग्री की उपलब्धता के संबंध में संतुष्ट हो ले ताकि बाद में इस आधार पर कोई दावा अनुमान्य नहीं होगी।
40. योजना का कार्यान्वयन मानक प्राक्कलन के विशिष्टियों के अनुरूप उच्च गुणवत्ता एवं P.W.D मार्गदर्शिका के अंतर्गत कराना सुनिश्चित करेंगे। प्राक्कलन में प्रावधानित विशिष्टियों के अनुरूप गुणवत्तापूर्ण कार्य नहीं करने पर संवेदक पर विधिवत्/कानूनी कार्रवाई की जाएगी।
41. योजना की प्रशासनिक स्वीकृति में दर्ज कर्णनांकित शर्तें निविदा शर्तों का अभिन्न अंग होगा।
42. पथ निर्माण विभाग, झारखण्ड सरकार के पत्रांक-2146(S) दिनांक-09.09.2020 के आलोक में तकनीकी रूप से वैद्य निविदा के सामान दर होने पर कार्य आवंटन लॉटरी के माध्यम से किया जायेगा।
43. बिना कारण बताये निविदा को रद्द की जा सकती है।

**ह.**

कार्यपालक अभियंता  
ग्रामीण विकास विशेष प्रमण्डल  
चतरा।