

TENDER DOCUMENT

FOR

Development of Mandir Parishar at Jharia Vihar Township, Belgoria
Tender Notice No : 07/2014-15 dated 08.09.2014

PLACE OF WORK : Belgoria, Dhanbad

PART – I

Technical Bid



JHARIA REHABILITATION AND DEVELOPMENT AUTHORITY
HATIA MORE, GOLF GROUND ROAD, DHANBAD
JHARKHAND



**JHARIA REHABILITATION AND DEVELOPMENT AUTHORITY
HATIA MORE, GOLF GROUND ROAD, DHANBAD.**

TENDER DOCUMENT

NAME OF WORK : Development of Mandir Parisar at
Jharia Vihar Township, Belgoria

PLACE OF WORK : Belgoria, Dhanbad.

NAME OF CONTRACTOR :

ADDRESS :

TENDER NOTICE NO :

DATE & TIME OF RECEIPT OF TENDER : 09.10.2014 AT 3.00 P.M.

DATE & TIME OF OPENING OF TENDER : 09.10.2014 AT 3.30 P.M

DATE OF ISSUE OF TENDER DOCCUMENT : From 11.09.2014 to 18.09.2014 between
11:00 AM to 05:00 PM.

MONEY RECEIPT NO & DATE
For issue of Tender Document :

SIGNATURE OF ISSUING AUTHORITY

TENDER DOCUMENT

FOR



**JHARIA REHABILITATION AND DEVELOPMENT AUTHORITY
HATIA MORE, GOLF GROUND ROAD, DHANBAD.**

DETAIL TO BE FURNISHED BY THE TENDERER

1. Name of the tenderer :
2. Permanent address :
3. Local or Temporary Address :
4. Registration No :
5. Details of Earnest money deposit :
6. Up to date Income Tax clearance Certificate :
8. Up to date sales Tax clearance Certificate :
9. Certified copy of Labour license :

This tender document issued to :
Address :

Signature of Contractor

Name of the contractor



झरिया पुनर्वास एवं विकास प्राधिकार, धनबाद ।

निविदा आमंत्रण सूचना संख्या 07/2014-15

Dated: 08.09.2014

झरिया पुनर्वास एवं विकास प्राधिकार, धनबाद द्वारा निम्नलिखित कार्य/कार्यो हेतु अनुभवी एवं सक्षम ठेकेदारों से प्रतिशत दर उपर/नीचे आधार पर दो भागों में (भाग I एवं II) मुहरबंद निविदाएँ आमंत्रित की जाती हैं :-

1. विज्ञापन दाता का नाम — मुख्य प्रबंधक (असैनिक), धनबाद ।
2. निविदा पत्र प्राप्त करने की अवधि एवं समय — 11.09.2014 से 18.09.2014 तक 5.00 बजे अपराह्न तक
3. निविदा जमा करने की अंतिम तिथि — 09.10.2014 को 3.00 बजे अपराह्न तक
4. निविदा खोलने की तिथि एवं समय — 09.10.2014 को 3.30 बजे अपराह्न
5. परिमाण विपत्र बिक्री का स्थान — जे0आर0डी0ए0 कार्यालय, हीरापुर, धनबाद ।
6. निविदा जमा करने का स्थान — जे0आर0डी0ए0 कार्यालय, धनबाद ।
7. निविदा खुलने का स्थान — जे0आर0डी0ए0 कार्यालय, हीरापुर, धनबाद ।
8. कार्यो का विवरणी :-

क्र0	कार्यो का विवरणी	प्राक्कलित राशि	अग्रधन की राशि	परिमाण विपत्र का मुल्य	कार्य की अवधी
1.	Development of Mandir Parisar at Jharia Vihar Township, Belgoria	Rs.34,18,506.75	Rs. 68,370.00	Rs. 1000.00	9 माह

9. निविदादाताओ को व्यक्तिगत रूप से पहचान पत्र के साथ उपस्थित रहने एवं वैध अधिकार पत्र प्रस्तुत करने पर ही निविदा कागजात दिए जायेंगे।
10. परिमाण विपत्र क्रय हेतु पैन नम्बर, वाणिज्य कर सफल प्रमाण पत्र, एवं चरित्र प्रमाण पत्र का सुस्पष्ट छाया प्रति प्रस्तुत करना होगा।
11. निविदा दो लिफाफा पद्धति के अनुसार प्राप्त की जायेगी जिसमें एक लिफाफा टेक्नीकल बीड एवं दुसरा लिफाफा प्राइस बीड का होगा। दिनांक 09.10.2014 को केवल टेक्नीकल बीड का लिफाफा खुलेगा। टेक्नीकल बीड में जो निविदानुसार क्वालिफाई करेगे उन्ही का प्राइस बीड इसके हेतु निर्धारित तिथि को खोला जायेगा। शेष संवेदको को प्राइस बीड बिना खोले उन्हे लौटा दिया जायगा। टेक्नीकल बीड एवं प्राइस बीड का मुहरबन्द लिफाफा एक तीसरा लिफाफा में सील कर दिनांक 09.10.2014 को 3.00 बजे अपराह्न तक डालना है।
12. दो लिफाफा पद्धति से निविदित कार्यो के निविदाकारों को टेक्नीकली क्वालीफाई करने हेतु निम्नलिखित अहर्ता को पुरा करना अनिवार्य होगा। निम्नांकित अहर्ताओं को धारित नही करने वाले निविदा प्रस्ताव का प्राइस बीड नहीं खोला जायगा।
 - क) मुख्य संवेदक (प्राइम कान्ट्रेक्टर) के रूप में समान कार्य का अनुभव निविदा आमन्त्रित होने वाले दिन के पूर्व माह के अन्तिम तिथि से पीछले सात वर्ष पूर्व तीन में से एक होना अनिवार्य होगा -

- i) प्राक्कलित राशि के 80% राशि के समतुल्य या ज्यादा का एक कार्य सफलता पूर्वक पूर्ण करने का अनुभव।
या
- ii) प्राक्कलित राशि के 50% राशि के समतुल्य या ज्यादा का दो कार्य सफलता पूर्वक पूर्ण करने का अनुभव।
या
- iii) प्राक्कलित राशि के 40% राशि के समतुल्य या ज्यादा का तीन कार्य सफलता पूर्वक पूर्ण करने का अनुभव।

एतद संबंधी प्रमाण पत्र संलग्न करना अनिवार्य होगा।

ख) मुख्य संवेदक (प्राईम कान्ट्रेक्टर) के रूप में निविदा दाता का समान कार्यों का पीछले तीन वित्तीय वर्षों में कूल पलटाव (टर्ण ओवर) प्राक्कलित राशि का 90% के समतुल्य राशि या अधिक होना अनिवार्य होगा। एतद संबंधी प्रमाण पत्र संलग्न करना अनिवार्य होगा।

ग) समान कार्य का मतलब :- **Civil Engineering related Building works.**

13. संवेदक को किये गये कार्य का सभी गुणवत्ता नियन्त्रण जाँच रिपोर्ट समर्पित करने के उपरान्त ही विपत्र का भुगतान किया जायेगा।
14. सरकार द्वारा समय-समय पर मजदूरों के लिए स्वीकृत की गई दर का भुगतान करना अनिवार्य होगा।
15. अधोहस्ताक्षरी तथा सक्षम पदाधिकारी को किसी भी निविदा को बिना कारण बताये रद्द करने या एक से अधिक संवेदकों में कार्य को बाँटने का अधिकार सुरक्षित रहेगा।
16. परिमाण विपत्र का मूल्य (जो लौटाई नहीं जायेगी) किसी भी राष्ट्रीय/अनुसूचित बैंक द्वारा निर्गत बैंक ड्राफ्ट के माध्यम से ली जायेगी, जो Jharia Rehabilitation and Development Authority, Dhanbad. के पदनाम से निर्गत होगा एवं धनबाद शाखा पर देय होगा।
17. अग्रधन की राशि एन0एस0सी0 के आठवाँ निर्गत या 3/5 वर्षीय पोस्ट ऑफिस का सावधि जमा प्रपत्र या बैंक ड्राफ्ट/बैंक गारंटी (झारखण्ड स्थित किसी राष्ट्रीय/अनुसूचित बैंक से जो Jharia Rehabilitation and Development Authority, Dhanbad. एवं धनबाद शाखा पर देय होगा के पक्ष में प्रतिज्ञापित/निर्गत होगा। अग्रधन के रूप में जमा की जाने वाली बैंक गारण्टी की वैधता निविदा की वैधता से 45 दिन ज्यादा होगा।
18. एकरारनामा के अवधि में कार्य पूर्ण नहीं करने पर नियमानुसार कारवाई की जायेगी।
19. सशर्त निविदा मान्य नहीं होगी।

20. निविदा जिन संवेदक के पक्ष में निर्णित होगा इन्हे सूचित करने के दस दिनों के अन्दर एफ-2 प्रपत्र पर एकरारनामा कर कार्य प्रारम्भ करना होगा, अन्यथा विलम्ब होने पर अग्रधन की राशि जप्त कर ली जायगी।
21. विशेष सूचना के लिए अधोहस्ताक्षरी के कार्यालय से मिले या सूचना पट्ट पर देखे।
22. खनीज समनुदान नियमावली 1972 के नियम (10) का अनुपालन करना होगा। सभी व्यवहारित लघु खनीज को खनन पदाधिकारी द्वारा सत्यापित कार्य की MNF उपलब्धता पर सम्पादित कार्यो का भुगतान किया जायेगा।
23. परिमाण विपत्र में दर्शाये गये दर से 10% से कम की निविदा दर अमान्य होगी।
24. निविदादाता जिस कार्य के लिए निविदा दे रहे है वे स्वयं स्थल भ्रमण एवं सर्वे कर ही और उसकी सही स्थिति से संतुष्ट होने के बाद ही निविदा दर अंकित करें।
25. सरकार द्वारा समय-समय पर जारी निर्देशो अनुदेशो का पालन करना अनिवार्य होगा।
26. संवेदक त्रुटिपुर्ण सामग्रियो की आपूर्ति एवं गलत व्यवहार के लिए पूर्णतः दोषी माने जायेगे।
27. किसी भी तरह की दर बढ़ोतरी मान्य नहीं होगी।
28. कार्य की प्राक्कलित राशि एवं तदनुसार अग्रधन का राशि घट बढ़ सकती है।
29. कार्य समाप्ति के बाद 12 माह तक कार्य का रख-रखाव का दायित्व संवेदक का होगा। इसके लिए अलग से कोई राशि देय नहीं होगा।
30. इस निविदा को Web site –<http://www.jrda.in> पर भी देखा जा सकता है। निविदा दस्तावेज को उपर्युक्त Website से down load कर निविदा में प्रयोग किया जा सकता है। निविदा के साथ परिमाण विपत्र का मुल्य Part – I i.e. technical bid के साथ संलग्न करना आवश्यक है।
31. कार्य संबंधित सभी APPLICABLE TAXES एवं Cess का भुगतान संवेदक को स्वयं करना होगा। जे.आर.डी.ए. का इस संबंध में कोई देनदारी नहीं होगा।

ह0/-
मुख्य प्रबंधक (असैनिक)
झरिया पुनर्वास एवं विकास प्राधिकार, धनबाद ।

JHARIA REHABILITATION AND DEVELOPMENT AUTHORITY, DHANBAD
Detail Notice For Inviting Tenders

1. Sealed tenders on prescribed bill of quantity to be eventually drawn in P.W.D form No. F2 (Revised) are invited for the works of “**Development of Mandir Parisar at Jharia Vihar Township, Belgoria**” from contractors having requisite experience.
2. Detailed estimates, plans and specification for the work can be seen in the office of the JRDA, Dhanbad during working hours on working days except the day of opening of the tender.
3. Tender document containing notice inviting tender, bill of quantities, details to be furnished by the tenderers and general guidance and special conditions can be obtained from the office of JRDA, Dhanbad during working hours on any working days from **11.09.2014** to **18.09.2014** on payment of the amount as indicated which is non refundable.
4. Tender will be received up to **03.00 pm on 09.10.2014** and will be opened on the same day at **03.30 pm** in presence of the intending tenderers or their authorised agents. In the event of the specified date for the submission of bids being declared a holiday, the bids will be received upto the appointed time on next working day.
5. Time period of the work is: 9 **months** from the date of written order to commence the work.
6. Tenderers are required to deposit requisite earnest money in shape of National Saving Certificate or Postal Time Deposits 3/5 years, duly pledged to the **Jharia Rehabilitation and Development Authority**, Dhanbad or Bank draft issued by any Nationalised/scheduled bank payable at Dhanbad Branch /irrevocable Bank guarantee issued by any scheduled Bank situated in the state of Jharkhand in favour of **Jharia Rehabilitation and Development Authority**, Dhanbad, payable at Dhanbad failing which the tender will be invalid. Bank guarantee (and other instruments having fixed validity) issued as earnest money for the tender shall be valid for 45 days beyond the validity of the tender.
7. When a tender is selected and accepted, the tenderer shall deposit the requisite amount of the initial security money. The amount of earnest money will be converted into a part of the initial security money which will have to be augmented to cover the initial security deposit augmentation. The initial security deposit will be 5(five) % of the value of the tender. The same can be in any of the form as detailed in the paragraph 7 above.
8. The total security deposit will be 10% (Ten percent) of the agreement amount. Remaining 5% (Five percent) shall be deducted from the running account bills of the gross value of each bill.
9. The earnest money deposited by the selected tenderer which accompanied the tender will be forfeited in case he fails to deposit the balance amount towards 5%(five percent) initial security deposit or to sign the agreement within 21 days of being called upon to do so after acceptance of his tender.
10. The department reserves the right to reject any or all tenders or accept any tender considered advantageous to the department.
11. The tender should be accompanied with Pan No. and sales tax clearance certificate failing which the tender shall be liable to be rejected.

12. The tenderers are also required to submit the certified copy of labour license obtained from the labour department of the area failing which the tender shall be liable to be rejected.
13. This notice inviting tenders will form an integral part of the documents and consequently this should be submitted along with the tender with every page duly signed as token of acceptance.
14. For details to be furnished by the tenderer, a separate sheet is attached with BOQ/tender documents which should consequently be submitted along with the tender after furnishing all details in full duly signed as token of acceptance, failing which the tender shall be liable to be rejected.
15. The General guidance and special condition attached (i.e. PART –I) and the BOQ (i.e. PART –II) will form an integral part of the contract documents and pages should be duly signed by the contractor as token of acceptance.
16. The tenderers should quote their rates not item wise but only in any one of the three ways in terms of AT PAR or PERCENTAGE BELOW or PERCENTAGE ABOVE, indicated at the **synopsis** of BOQ both in figures and words. Tenderers should strike out those which are not applicable to them, duly signed, failing which the tender shall be liable to be rejected. In case of any difference in the rates of figures and words, minimum will be taken into consideration.
17. If any tenderer quotes their rates item wise or attempts a modification in the rates shown in the BOQ, their tender will be liable for rejection. Any cutting done by the tenderers must be signed. No overwriting will be allowed.
18. The tenderers should not stipulate any additional condition in their tender for increase of rates due to increase in the rates of Taxation, Rly freight etc. No escalation clause in respect of rise and fall of prices shall be entertained in the tender. Tender with any condition shall be liable for rejection at the discretion of the accepting authority.
19. The tender will be liable for rejection on the ground of unworkable rates quoted by the tenderer.
20. Each page of the tender documents must invariably be signed by the tenderer. Any page without signature shall make the tender invalid.
21. The rates shown in the BOQ are inclusive of all taxes, royalties and shall also include other incidental charges.
22. The selected tenderer will have to follow strictly the conditions laid down in the minimum wages act during the period of construction.
23. It will be obligatory for the tenderers to keep their offers open for acceptance for a period of 120 days from date of opening of technical bid. After that period, a tenderer shall have the option for withdrawing the tender in writing. In that case the earnest money shall be returned/refunded in full.
24. No payment however shall be made until the agreement is executed.
25. The tenderer should get themselves acquainted with the working condition of the site locality and the details of work to be carried on before submitting the tender.
26. In the event of the tender being submitted by a firm, it must be signed by an authorised partner thereof or it shall be signed by a person holding a power of attorney authorizing him to do so and which shall be produced on demand.

27. The details of works and their estimated value, the cost of tender paper and amount required for earnest money deposit are as under.

S N	Name of work	Estimated Amount	Earnest Money	Cost of Tender Paper	Time of Completion
1	Development of Mandir Parisar at Jharia Vihar Township, Belgoria	Rs.34,18,506.75	Rs. 68,370.00	Rs. 1000.00	9 Months

28. The tenderer failing to negotiate even after notice, his/their tender shall not be further considered and no representation what so ever will be entertained in future.
29. The contractor shall have to procure all the required materials at their own cost for which no compensation or extra charges are payable to the contractor.
30. Procurement of Cement is responsibility of the contractor. The agency may be given cement at the agreement rate for purchase of cement between Distt. Admn. and Cement manufacturer for use in various government works, if available. However the cost of cement have to be born by the contractor and payment is to be made directly to the cement manufacturer.
31. The Earnest Money Deposit is to be submitted in a separate Envelope altogether, superscribing "Earnest Money Deposit"; and not inside the envelope containing Part I or Part II of the Bid.
32. The Part I & Part II should also be put into separate sealed envelopes superscribed as such. Thereafter all the three envelopes should be submitted in a sealed envelope with appropriate superscription.
33. If the tenderer quotes rate of more than 10% (fifteen percent) below estimated rate then the tender will be treated as invalid.
34. Financial turnover and cost of completed works of previous years shall be given a weightage of 5% per year to bring them at current price level, while evaluating the qualification requirement and bid assessment of the bidders.
35. In case of any discrepancy between the tender documents downloaded from the website and the master copy available in the office, the latter shall prevail and will be binding on the tenderers. No claim on this account will be entertained.
36. All the applicable taxes and cess shall be paid by contractor, JRDA has no liability of this.

Sd/-
Chief Manager (Civil)
Jharia Rehabilitation and Development Authority,
Dhanbad.



**JHARIA REHABILITATION AND DEVELOPMENT, AUTHORITY
HATIA MORE, GOLF GROUND ROAD, HIRAPUR, DHANBAD**

GENERAL GUIDANCE AND SPECIAL CONDITIONS

1. Tender Documents with all its encl., complete in all respect as per N.I.T. should be enclosed in a sealed cover for each work separately and so submitted by dropping in the office tender box or sent by registered post, so that it may reach to the JHARIA REHABILITATION AND DEVELOPMENT, AUTHORITY before the time fixed to receive the tender.
2. Nature of the work for which tender is being submitted and name of the tenderer submitting the tender must be mentioned on sealed cover in block letters.
3. Tender documents may be submitted with a forwarded letter but must invariably be submitted along with required earnest money, PAN NO and sales tax clearance certificates and labour license and accordance all details must be furnished on the separate sheet attached the B.O.Q. for the same.
4. The tenderer should furnish details of any similar type of work carried out by the tenderer or in hand of the work and full address of the Principal Engineer. to whom reference can be made if required Certified copy of all certificate in this regard would be submitted.
5. The tenderer should furnish details of plants and machineries in possession for the execution of the work such as concrete mixture, vibrator etc. and technical staff they posses and will employ to execute the work.
6. All tender documents are complementary to one another and shall be as fully and effect fully binding on the contract.
7. The tenderer shall study the detailed estimates, plans, specification and design drawing carefully before submitting the tender.
8. The tenderer should be acquainted himself well in advance with the working condition of the site and locality and the detail of work to be carried out there. He shall be presumed to have satisfied himself as to the nature extent and practability of all works, all regards land and buildings available for accommodation that may be required for temporary purpose in connection with the work. He must make his own inquiries for temporary purpose in connection with the work. He must make his own inquiries as to work yard, sites, depots and dumps and as to acquisition of such additional site and areas as may be necessary for temporary purposes during construction. He shall be also presumed to have fully acquainted himself with all details of site, location, availability of all transport of materials and soft water, climate / geological condition, labour (both skilled and unskilled labour) and other laws and regulations and in general with all necessary information and date etc. pertaining to and needed for the work and no claim what so ever in these respects will be entertained by the department.
9. The rates shown in the B.O.Q are inclusive of all taxes, royalties, all other incidental charges and no claim in this respect will be entertained by the department.

10. Taxation, railway freight, incidental charges of materials and labour are payable by the contractor and no claim what so ever in this regard will be entertained by the department.
11. No claim shall be entertained on the ground for fluctuation of rates on labour and materials etc. in the market during the period of filling the tender and completion of the work.
12. The construction of work commence from the date of issue of work order unless otherwise mentioned.
13. Work will be executed as per sanctioned plans and estimate, approved design drawing, and as per orders of the competent authorities received from time to time which will be binding on the contractors. No claim for the change or modification in plans and estimate and design drawings by the competent authority or delay in supply of them will be tenable.
14. The circular/specification which basically follow the Indian standard specification in force during the period will be followed during the execution of work except where otherwise provided for. In case, such items of work, which is not covered by circular/specification, instruction laid down by the Engineer in-charge shall be followed which will be final and conclusive.
15. Site for the execution of work will be available as soon as work is allotted to the contractor. In case it is not possible for the department to make entire site available on the award of the work, the contractor will have to arrange his working program accordingly and no claim what so ever for not giving site on award of the work, giving the site gradually will be tenable.
16. The site should be cleaned of all rubbish, leveled and dressed as directed by the Engineer in-charge for proper lay out of work. If required bushes, wild shrubs of bushes if any shall be removed as directed by the Engineer in-charge before taking up lay out of work by the contractor at his own cost. The cost of masonry work, pegs, string, labour and the incidental expenditure in the layout works are to be born by the contractor and no claim what so ever in this respects will be entertained by the department.
17. The arrangement for all necessary stores, labour shed, vats, tools, scaffolding, water supply arrangement, electric supply and welding accessories shall be made by the contractor at his own cost and nothing will rest with the department. The Contractor shall also provide all facilities and medical aid to the labourers / employee at his own cost and no claim what so ever in these respect will be entertained by the department.
18. The contractor will have to maintain a site order book at work site in which all necessary instructions etc will be given by the inspecting officer, supervising officer or junior engineer, to follow them. The same will be property of the department and will remain at work site under the control of the Junior Engineer in charge of the work.
19. The contractor shall get the sample of Bricks, sands, stone chips etc approved by the Executive Engineer/Chief Manager (Civil) and approved quality of materials shall be kept in the custody of the Executive Engineer/Chief Manager (Civil) in charge for comparison later on when the contractor complete the advance collection of materials to be used in the work and supplied the materials to be used in the work and supplied the materials during the progress of the work as directed by the Executive Engineer/Chief Manager (Civil) in charge of such collections.
20. Bricks to be used in all bricks works shall be confirmed requirement of relevant I.S.I. code.
21. In all R.C.C. work stone chips and sand of specified size and quality confirming to the Indian standard specification on. 456,464 shall be used.

22. Good and approved quality of lime should be used and sample should be get approved before use in the work.
23. Procurement of water in all season with all leads and lift will be entire responsibilities of the contractor at his own cost and no claim what so ever in this respect will be entertained by the department.
24. The Engineer in charge will have full power if required for removal from the premises of the site of all materials, which are in his opinion are not accordance with the specification and in case of defaults.
25. Engineer in charge will have the liberty to sell much inferior materials at the contractor risk or to remove from site at the contractor cost.
26. Any approach road necessary for carrying of building materials to site of work will have to be constructed by the contractor at his own cost and no claim what ever for the same will be entertained by the department.
27. The contractor shall strictly follow the condition laid down in the minimum wage act. He shall also comply with the labour laws, which may be current information, which are required from time to time.
28. The contractor shall arrange and provide labour shed to the laboures for temporary accommodation at site. All other facilities like light, water supply, medical aids, labour protection cost and any other incidental cost required under minimum wages act and labour laws to be provided by the contractor to the employed labourers and no claim what so ever in these respect will be entertained by the department.
29. The contractor shall make adequate arrangement for the safety of the labourer and protection and precaution for preserving their health during the execution of the work. He will be responsible for any accident that take place at his work site and adequate compensation for the same will be have to be paid by him as directed by the competent authority. No claim what so ever in this respect will be entertained by the department.
30. The contractor shall employ sufficient number of skilled and experienced labour to the job in order to achieve proportionate progress in time given to the work. During execution of work, if his any mistry or labour is found avoiding instruction to follow, he shall be turn out at once from the site.
31. Qualified engineer for supervision to the satisfaction of the Engineer in charge will have to the engaged by the contractor as per requirement.
32. In all electrical works, the contractor will have to engage licensed electrical wire men/contractor.
33. The contractor shall when he is not personally on the site of the work invariably place and keep on such site a proper qualified agent, duly authorized and to act on behalf of and to receive on his behalf all orders and instruction from the E/IC in relation to such work, including the order required in permitted under the contract or to be given to the contractor by the E/IC. All such order and instruction given to and all acts done by such agent shall be binding to the contractor as if such orders and instruction where given to him such acts have been done by him.
34. All notices communication reference and complains issued or made by the E/IC or by his representative to the contractor or his authorized agent in connection with the work shall be in writing. And no notice, communication, reference or complaint not in writing shall be valid.

35. The contractor shall take requisite precaution and use his best endeavor to prevent any riotous and unlawful behaviors by or among his workmen and others employees on the work site and he will be responsible for the preservation of the peace and protection of the habitants and security of property in the neighbor hood of the work.
36. The contractor is responsible for the soundness from all points, of the materials being used in the work like bricks, stone chips and steel etc. If any test from such materials are conducted by the department for the proof of their soundness (from all point of views) the whole cost involve is to be born by the contractor and will be recovered from his bill and no claim what so ever in this respect will be entertained by the department. The test report received from the test house will be biding upon the contractor if test report is unsatisfactory, the materials will be rejected.
37. The contractor is also responsible for the soundness (from all point of view) of the RCC work being done in the building work if any test in cube test of RCC work done of being done are conducted by the department through quality control wing of the department for the soundness form all point of view the whole cost involve is to be born by the contractor and recovered from his bill. If the test reports is found unsatisfactory such RCC work done will be rejected and cost of dismantling and reconstruction of the same will be born by the contractor and no claim what so ever in this respect will be entertained by the department.
38. The contractor is also responsible for the satisfactory tests and result of all RCC work done mortar used and all other work done in the building work. For that he should provide and make arrangement for all required number of samples for test and analysis. Only on satisfactory test and result RCC work and all other works done will be accepted. If the test report found unsatisfactory, such work done will be rejected and cost of dismantling and reconstructing, the same will be borne by the contractor and no claim what so ever in these respect will be entertained by the department.
39. No claim shall be entertained for cleaning and scrapping rust and other element from steel.
40. For RCC works, all concreting and shuttering materials arranged and procured by the contractor at his own cost shall be of a good quality and requisite thickness and diameter. All the concreting and shuttering work done in RCC work must be rigid and should be so that it may not deform or disturb during steel work and casting with vibration arrangement by the contractor at his own cost. In case of shuttering for RCC column and stiffeners, steel plates of requisite thickness shall be used and not the wooden planks to give smooth surface.
41. All RCC works as well as PCC works shall be machine mix properly with concrete mixture machine arranged by the contractor at his own cost and submerged with 2" constant head of water over horizontal concrete.
42. If the mixing of mortar and aggregate and compaction of concrete not done with machine mixture and vibrator, then 10% extra cement by volume added in the mix on the cost of contractor for which no claim what so ever in these respect will be entertained by the department.
43. Where joints in reinforcement in all RCC works can not be avoided due to required length of steel bars whether mild or tor steel, they will be formed by over lapping to a length of 45 times of diameter and tied with anodized soft iron wire or as per drawings provided.
44. During casting of RCC or PCC in foundation the trenches shall be pumped out for which no extra payment to contractor shall be made by the department.
45. Lime concrete intending for terrace over RCC roof slab also be machine mixed as per RCC work.

46. Over all in structural work except plastering, clean course sand shall be used. For plastering clean medium sand shall be used and should be screened 256 mesh in one Sq. inch. Placed 45-degree incline before used in the work.
47. The jams and soffits of doors and windows openings should be smooth true to plumb and suitable space will have to be left for receiving W-1 clamps as per direction of engineer in charge for which no claim shall be entertained by the department.
48. Suitable recess for fixing clamps doors and windows jali works, railing required shall have to be provided by the contractors. In brick walls, RCC column and RCC roof recess shall be provided as per direction of the E/IC without any cost.
49. The teakwood and sal wood should be well-seasoned and free from sap wood cracks, knots and other timber defects. The manufactured chaukhats and frame of shutters of any structure should be got approved before use in the work.
50. All fittings and fixtures for doors and windows shall be got approved by the E/IC. well in advance before use in the work. The approved fittings and fixture shall be mounted on a wooden board and always kept at site of work open for inspection and one such mounted board will be deposited in the office of the Chief Manager (C)/ Ex.Engr. (C) at the cost of the contractor.
51. Flat iron for making grill for windows, handrail for staircase etc. shall be procured by the contractor himself.
52. All points of welding grills etc. must be electrically welded from all sides of the joints to give clean smooth and strong joints. The sample of grills be shall be got approved by Chief Manager (C)/ Ex. Engg. (C) before taking of mass manufacture.
53. Where not other wise specified 4 mm thick glass panes weighing 10 kg per sqm. only shall be used in all glazed shutters.
54. After completion of work, building floor should be thoroughly washed and cleaned, the ugly mark on glass panes shutter etc. shall be removed and damages made good. The under work of paints cement etc. shall be removed and cleaned nicely by the contractor at this own cost.
55. The contractor shall remove all the surplus materials, rubbish etc. and leave the site clean and tidy after leveling and dressing the premises of the work as desired by the E/IC. and then the work shall be considered as complete.
56. The contractor will have to make and maintain diversion at his own cost if required. He will also have to provide barrier, light, danger signal and night chaukidar etc. at his own cost to prevent any accident.
57. The department will not be held responsible for the work stopped at the stage of progress to reason beyond the control of the deptt. and no claim what so ever in this respect will be entertained by the department.
58. From the commencement of the work to the completion of the work, They are to be under the contractor charge. The contractor is to be held responsible for and to make good all injuries, damages and repairs occasioned or rendered necessary to the same by the fire or other cause and they are to hold the Governor of Jharkhand harmless from any claim for injury to persons and structural damage to property happening from any neglect default, want to prop case on misconduct in the part of the contractor or any one his employee during the execution of work. In case of accidents, the contractor(s) shall be responsible for compliance with all the

requirements imposed by workmen's compensation Act. or any other similar laws in force, and the contractor(s) shall indemnify the J.R.D.A. against any claim on this account.

59. No claim shall be entertained for loss due to earth quake, flood, cyclone, epidemic, war riot or any other natural calamities or emergency, act of enemies and damages so caused will have to be made good by the contractor at his own cost.
60. All claims for work done beyond the agreement must be submitted by 10th of each month failing which they will be treated as time barred.
61. During execution of work any item which is provided in the bill of quantity is not required to be done due to change of specification, contractor will have no claim what so ever that item is not got done through him.
62. The contractor shall offer all facilities to the departmental officers for inspection, supervision taking measurement and checking bills etc and any damages in the process will be made good by the contractor at his own cost.
63. In case of T. or L. inverted and rectangular beam, only the projecting below or above the slab shall be measured for payment.
64. For the purpose of payment of brick work, B.W. will be done with new size of brick as per latest I.S.I. specification by the department.
65. No claim for extra thickness of more than ½" thick cement plaster in either side of 10" or 5" thick wall be entertained by the department.
66. All wooden salvaged materials will have to be return to the department unless at the rate of 10% value of the replaced new wood will deducted from the bill of the contractor.
67. Amount of royalty will be realized at the rates fixed by the mining department.
68. Amount of Income Tax will be realized at the rates fixed by the Income Tax department.
69. Dues will be realized under public recovery act.
70. It is understood and agreed that no extra payment shall be admissible to the contractor consequent on any alleged or miscalculation arisen out any other mistake or factor not specifically provided for in the contract.
71. In case of any undue hindrances occurred, an application by the contractor within 10 days the date such hindrances to the responsible to the competent authority for completion of work.
72. The department will not be responsible for lapse time for non-availability or delay supply of departmental materials for which no claim /demurrages what so ever in these respects will be entertained by the department.
73. The contractor shall have to produce clearance certificate in respect of payment of royalty etc. for the minerals consumed in the work from the concerned District Mining Officer/Asst. District Mining Officer, without which final bill shall not be paid.
74. As per order given by H'ble High Court-Ranchi bench dated 8-02-2000 it is brought in the notice of the tenderer that acceptance/rejection of tender shall be in accordance with the circular of department/Vigilance department issued time to time. Ref Letter No.- 2882 (vigilance) dated 13-09-1991 and others.

75. SECURITY DEPOSIT

- i Tenderers are required to deposit invited earnest money in shape of any of the National Saving Certificate (8th issue) or Postal Time Deposits 3/5 years, duly pledged to the Jharia Rehabilitation And Development Authority, Dhanbad, payable at Dhanbad or Bank draft / irrevocable Bank guarantee issued by any Nationalised/ scheduled bank in favour of Jharia

Rehabilitation And Development Authority, Dhanbad, payable at Dhanbad failing which the tender will be invalid. Earnest money will not carry any interest. Bank guarantee (and other instruments having fixed validity) issued as earnest money for the tender shall be valid for 45 days beyond the validity of the tender.

- ii When a tender is selected and accepted, the tenderer shall deposit the requisite amount of the initial security money. The amount of earnest money will be transferred towards a part of initial security money, which will have to be augmented to cover the initial security deposit. The initial security deposit will be 5% of the value of the tender. The same can be in any of the form as detailed in the paragraph (i) above.
- iii The total security deposit will be 10% (Ten percent) of the agreement amount. Remaining 5% (Five percent) shall be recovered from the contractor by deduction from his running account bills at the rate of 5% (Five percent) of the total amount of each bill. The security deposit amount will not carry any interest. The bank guarantee towards security deposit shall be valid until a date 28 days from the expiry of defect liability period.
- iv On completion of entire work, the E/ic will accept it only after joint inspection with the contractor. After acceptance of the work half of the security deposit money will be released on expiry of a period of six months from the date of issue of completion certificate. Remaining half of the security deposit will be released after period of one year from the date of issue of completion certificate, subject to removal of all the defects as per direction of E/I. If defect remains defect liability period will be extended and accordingly refund of half of security deposit will also be extended.

76. Sale tax registration and clearance certificate for the last financial year or the last assessment year which ever is later or proof of filing the returns for the previous financial year should accompany the tender.

77. The validity period of the tenders shall be 180 days from the date of opening of Technical bid.

78. Any difference detected in the tender/tenders submitted resulting from:

- i. The employees entrusted with the work will date and initial all papers, the calculation of which they have checked and that all working sheets are preserved.
- ii. If on checks there are difference between the rate given by the contractor in words and figures or in amount worked out by him, the following procedure shall be followed:-
 - a. When there is a difference between the rates in figures and in words, the rates which corresponds to the amount worked out by the contractor shall be taken as correct.
 - b. When the amount of an item is not worked out by the contractor or it does not corresponds with the rates written either in figures or words, then the rates quoted by the contractor in words shall be taken as correct.
 - c. When the rate quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
 - d. In the case of percentage rate tender, the contractors are required to quote their rates both in amount as well as in the percentage below/above the rates entered in the schedule. In such cases in the event of Arithmetical error committed in amount by the contractor, the tender percentage and not the amount should be taken into account.

79. The work will carried out as per PWD/CPWD norms and specification.

80. No interest shall be payable on earnest money. No interest shall be payable on the amounts with held, under the terms of the agreement/work order.

81. Defects liability period :-

In addition to the defect/s to be rectified by the contractor as per terms of the contract/work order, the contractor shall be responsible to make good and remedy at his own expense, defect/s mentioned here under within such period as may be stipulated by the E/ic in writing.

(a) The defect liability period is 1 (one) year after the issue of completion certificate of the work issued by the E/ic. The defect liability period shall be extended for as long as defects remain to be corrected.

82. the tenderers should quote their rates not item wise but only in any one of the three ways in terms of EQUAL or PERCENTAGE BELOW or PERCENTAGE ABOVE indicated at the end of B.O.Q. both in figures and words. Tenderers should strike out those which are not applicable to them, duly signed failing which the tender shall be liable to be rejected.

83. On completion of the work all rubbish, debris, brick bats etc. shall be removed from the site by the contractor/contractors at his/their own expense and the site cleaned and handed over to the department and shall intimate officially of having completed the work as per contract.

84. Each pages of the tender document must invariably be signed by the tenderer. Any page without signature shall make the tender invalid.

85. 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 contractor) and the contractor shall pay compensation of an amount equal to ½ percent on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncompleted 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 fourths of the work, before three fourths of such time has elapsed in the event of the contractor failing to employ with this condition, he shall be liable to pay as compensation of an amount equal to ½ 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.

86. All the applicable taxes and cess shall be paid by contractor, JRDA has no liability of this.

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