

बिहार स्टेट टूरिज्म डेवलपमेंट कॉरपोरेशन लि०

Bihar State Tourism Development Corporation Ltd.

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नियम एवं शर्तें

- परिमाण विपत्र के तकनीकी बीड के साथ पिछले तीन साल में किसी एक साल में प्राक्कलित राशि का कम से कम 50% राशि का समरूप प्रकृति के किसी एक कार्य को सफलतापूर्वक किये जाने से संबंधित प्रमाण पत्र संलग्न करना आवश्यक है।
- निविदादाताओं को निविदा के साथ निम्नलिखित प्रमाण पत्र की अभिप्रमाणित प्रतियां संलग्न करना अनिवार्य है।
क-समुचित श्रेणी में अद्यतन निबंधन प्रमाण पत्र।
- अग्रधन की वांछित राशि NIT के कंडिका 14 के अनुरूप होना चाहिये।
- कार्य की प्राक्कलित राशि घट या बढ़ सकती है। तदनुसार जमानत की राशि घट या बढ़ सकती है।
- निविदाकारों को निविदा डालने के पूर्व कार्य से तथा कार्य स्थल की स्थिति से भली-भांति अवगत होना होगा।
- कार्य की पूर्ण जानकारी के लिए "B.S.T.D.C, Patna" के अभियंत्रण शाखा कार्यालय में किसी कार्य दिवस के कार्य अवधि में संपर्क किया जा सकता है।
- सशर्त निविदा स्वीकार नहीं की जायेगी।
- किसी या सभी निविदा को बिना कारण बताये रद्द करने का अधिकार B.S.T.D.C. के पास सुरक्षित होगा।
- निविदादाता वांछित सभी कागजात निविदा पोर्टल पर Upload करना सुनिश्चित करेंगे।
- परिमाण विपत्र का मूल्य एवं Bid Processing fee NIT के अनुसार देना अनिवार्य होगा।
- निविदादर निविदा पोर्टल पर Generate किये गये Financial Sheet, BOQ sheet में देना अनिवार्य होगा।
- निविदादर "B.S.T.D.C, Patna" के विपत्र पर ही अंकित होना चाहिए। परिमाण विपत्र के अतिरिक्त किसी अन्य कागज पर अंकित दर स्वीकार नहीं किया जायगा।
- निविदादाता की अनुपस्थिति में जो अधिकृत प्रतिनिधि कार्य संचालन करेगा उस का पूरा नाम एवं पता तथा इस से संबन्धित Power of attorney निविदा के साथ संलग्न करना आवश्यक है।
- सभी शपथ पत्र रु. 1000 के गैर न्यायीक स्टाम्प पर देना अनिवार्य होगा जो निविदाकार के पक्ष में निर्गत होना चाहिये तथा उस पर रु0-25/- (पच्चीस) का Welfare Stamp (The charge for advocate welfare fund has been changed to Rs. 25 from Rs. 15 (Stamp charge for oath letter) otherwise tender will not be valid as per recent government order) अनिवार्य रूप से लगा होना चाहिए।
- निविदादाता द्वारा फर्जी/गलत अनुभव प्रमाण-पत्र या निविदा से संबंधित अन्य गलत कागजात प्रस्तुत करने या देने पर, बिहार ठेकेदारी निबंधन नियमावली के तहत कार्रवाई की जायेगी। गलत/जाली कागजात के आधार पर निविदा प्राप्त करने का प्रयास करने पर संबंधित Bidder को एक वर्ष के लिये अगली निविदा में भाग लेने से Debar कर दिया जायेगा।

निविदा की आवश्यक शर्तें

1. श्रम संसाधन विभाग के पत्र BCWC/01/2008, दिनांक— 21.02.2008 के आलोक में कार्य के विपत्र से कार्य की लागत का 1% (एक प्रतिशत) की दर से कटौती कर "बिहार भवन एवं अन्य सन्नि मार्ग कर्म कार कल्याण बोर्ड" को जमा किया जायेगा।
2. निविदादाताओं को आवंटित कार्य से संबंधित सभी सामग्री तथा आवश्यक यंत्र-संयंत्र उपकरण आदि की व्यवस्था स्वयं करनी होगी। निर्माण सामग्री के यन्त्र का प्रमाण का जिसमें उसके विशिष्ट का स्पष्ट वर्ण न हो, समर्पित करना होगा जिसके अभाव में भुगतान रोक दिया जाएगा।
3. सशर्त निविदा अमान्य होगी।
4. जल संसाधन विभाग के पत्रांक— 50 दिनांक— 20.01.2020 के आलोक में प्रतिशत दर निविदा पद्धति में निविदित दर की न्यूनतम सीमा को समाप्त कर परिमाण विपत्र की दर से कम उद्धृत दर वाले निविदा के लिए Additional Performance Guarantee के प्रावधान किया जाता है। तद् आलोक में Additional Performance Guarantee एकरारनामा के पूर्व निम्न प्रकार से लिया जाएगा :—
 - a) परिमाणविपत्र की दर से 0 से 5 प्रतिशत कम उद्धृत दर वाले निविदा के लिए 0.25 प्रतिशत अतिरिक्त कार्य प्रतिभू (Additional Performance Guarantee) प्रति 01 प्रतिशत उद्धृत कम दर के लिए लिया जायेगा।
 - b) परिमाण विपत्र की दर से 5 से 15 प्रतिशत कम उद्धृत दर वाले निविदा के लिए 0.5 प्रतिशत अतिरिक्त कार्य प्रतिभू (Additional Performance Guarantee) प्रति 01 प्रतिशत उद्धृत कम दर के लिए लिया जायेगा।
 - c) परिमाण विपत्र की दर से 15 से 20 प्रतिशत कम उद्धृत दर वाले निविदा के लिए 01 प्रतिशत अतिरिक्त कार्य प्रतिभू (Additional Performance Guarantee) प्रति 01 प्रतिशत उद्धृत कम दर के लिए लिया जायेगा।
 - d) परिमाण विपत्र की दर से 20 प्रतिशत से ऊपर कम उद्धृत दर वाले निविदा के लिए 02 प्रतिशत अतिरिक्त कार्य प्रतिभू (Additional Performance Guarantee) प्रति 01 प्रतिशत उद्धृत कम दर के लिए लिया जायेगा।
5. कार्य का Defect Liability का समय कार्य समाप्ति की तिथि से तीन वर्ष का होगा एवं इस अवधि में किसी भी प्रकार की खराबी या मरम्मत का उत्तरदायित्व संवेदक के ऊपर होगा तथा बिना किसी अतिरिक्त भुगतान किये इस प्रकार की त्रुटियों को संवेदक द्वारा ठीक करना होगा। अगर संवेदक द्वारा इन त्रुटियों को ठीक नहीं किया जाता है तो किसी अन्य माध्यम से इसे ठीक करा लिया जायेगा और इसमें हुई लागत की भरपाई संवेदक के जमानत की राशि से की जायेगी। पूरा या बचा हुआ जमानत की राशि Defect Liability Period की समाप्ति अर्थात् कार्य पूर्ण होने की तिथि से तीन साल के बाद लौटा दी जायेगी। फार्म एफ.-2 के Clause No-16 को इस हद तक संशोधित समझा जायेगा।
6. विस्तृत सूचना के लिए कार्य दिवस में मुख्य अभियन्ता/कार्यपालक अभियन्ता के कार्यालय से सम्पर्क किया जा सकता है।
7. विशेष शर्तें एकरारनामा का भाग होगा।
8. निविदा की स्वीकृति/अस्वीकृति प्रबन्ध निदेशक बिहार स्टेट टूरिज्म डेवलपमेंट कॉरपोरेशन द्वारा प्रदान की जायेगी जिस के लिए कोई कारण बताना आवश्यक नहीं होगा और इसके लिए कोई दावा मान्य नहीं होगा।
9. निधि प्राप्त होने पर ही किए गए कार्य का भुगतान किया जायेगा और इसके लिए कोई दावा मान्य नहीं होगा।
10. सरकार के निदेशानुसार एकरारनामा प्रपत्र एफ.-2 के Clause No-13 को विलोपित किया जाता है।
11. उपकरण के स्थापन में आवश्यक असैनिक कार्य कार्यकारी एजेंसी द्वारा सम्पन्न किया जाएगा।

GENERAL RULES AND SPECIAL CONDITIONS

1. Each and every page of the tender papers should be signed by the agency before submitting the tender papers. In the event of tender being submitted by a firm it must be signed by each partner of the firm or any person holding power of attorney to sign such documents as per registered partnership deed. Such documents shall be produced on demand.
2. All pages of the tender documents shall be signed at the lower portion by the agency or by person holding power of attorney authorizing him to sign of his behalf.
3. Tenderer shall be presumed to have carefully examined the drawing conditions of tender documents, specification of the work and have inspected the site and satisfied themselves independently as to the nature, extent, practicability of all works, all existing and required roads, approaches and means of communication which will be required in building for temporary accommodation and will be required in connection with the execution of work. It will also be presumed that they have fully equipped and satisfied themselves with all details of site, type of soil foundation condition, availability of water, labour, condition both skilled and unskilled and other information's before submitting the tender, No claim of application for extension of time will be entertained on account of ignorance of the site conditions or special conditions.
4. Successful tenderer will have to use their own concrete mixture, vibrator and other equipment's in the execution of work.
5. No claim will be entertained for any item of work done by the contractor not covered by the agreement unless ordered in writing by the Engineer-in-charge of the work and a rate settled for such item of work with the agency.
6. No claim for any change in plan and design will be entertained quantity may be increased / decreased as per actual requirement.
7. A Site order Book shall be maintained at the work site duly issued by the E/1 and it will be the property of the Department, Any instructions (S) / Order (s) and other relevant matter (s) related to the work will be entered into the site, order Book by the Supervising/ Inspection Officers and those instruction (s) / order (s) shall be complied by the contractor or his authorized representative For this purpose the contractor shall authorized a person and attest his signature in the site order Book who will receive instruction (s) order (s) on behalf of the contractor and comply those on hs behalf as if instruction (s) order (s) have been received and complied by him within a reasonable period of time. A copy of the entries in the site order book may be had from the junior Engineer if the contractor so desires, In case the instructions are not being signed & complied by the authorized representative deliberately a note to this effect will be made by the junior Engineer, who in turn will produce the said book to his sub divisional officer & then to Engineer in charge for his information and necessary action as deemed fit under the relevant clauses of the agreement. After the Engineer in charge has seen it and agreed with the remarks of the junior Engineer the order or instructions given will have the same force as if given on the date mentioned there in.
8. Contractor shall be bound by the minimum wages act for payment of wages to labour and provision of other facilities as per enjoyed by the act like labour hutment's, drinking water, health, sanitation, general welfare etc. at his own cost.
9. Contractor has to make his own arrangement for the materials duly approved by the E/I. at the site of work at his own cost.
10. Contractor has to make his own arrangement for vehicles (truck) and other machinery's required for the execution of works and shall abide by the provision of motor vehicle act.

11. Contractor shall be responsible for compensation under workman compensation act for accidents or loss of life, if any.
12. No claim will be entertained on the ground of fluctuation of rates for labour, materials, railway freight, ideal labour or any other contingency at any time during the execution of the work after the agreement has been accepted.
13. The following tests for each major structure shall have to be conducted by to contractor at his own cost during execution of the work for which samples of the materials shall be jointly collected by the Engineer-in-charge and the contractors representative and the tests as per IS code and P.W.D. Specification shall be conducted in the laboratory specified by the Engineer-in-charge.
 1. Compressive strength of cement for each lot (minimum 3 tests).
 2. Compressive strength of concrete cubes (one set of three nos.) minimum three tests.
 3. Sieve analysis of aggregate. (Minimum 3 tests.
 4. Water absorption of bricks (one set of 5 bricks) (minimum 3 tests.)
 5. Compressive strength of brick by (one set of 5 bricks) (minimum 3 Tests)
 6. Flexure strength of tiles (one set of 3 no.)
 7. Any other test, if required to ascertain the quality of work may also be got conducted by the corporation and testing charge of the test shall have to be borne by contractor.

The cost of collection of samples. Its carriage to the laboratory specified by the Engineer-in-charge and testing charges payable to the laboratory shall be borne by the contractor and on extra payment on this account shall be paid by the corporation. No payment of the works shall be made unless the specified tests are conducted and the test results are fund satisfactory.

14. If the materials are rejected, rejected materials shall have to be removed by contractor as soon. If the contractor does not do so the Engineer-in-charge shall dispose them if in any way and the cost involved in their removal will be recovered from the contractor.
15. All facility for supervision checking of works will be provided by the contractor and damage in progress of checking will be make good by the contractor.
16. Contractor does not produce royalty clearance/ Payment of material/ certificate of mining minerals used in the work, the department from the bill of the contractor will deduct royalty. Any penalty due to non-payment of royalty (if imposed by the concern Department) will be the sole responsibility of the tenderer
17. The contractor will submit a program of work after the tender is approved.
18. The contractor is liable to be rescinded after giving proper notice in writing if the department feels that the work is not being done as per specification and proportionate to time schedule.
19. The department will not pay any compensation for the loss incurred due to labor strike, compensation if any, paid for the strike period or enhanced wages decided by the labour tribunal, war, any action either declared or undeclared, fire, epidemic and stoppage of work due to any circumstances.
20. When the tender is selected for acceptance the tenderer shall deposit the required amount of the security money in favor of the **Managing Director, Bihar State Tourism Development corporation** and execute agreement for the work. No tender shall be finally accepted until the required amount of earnest money is submitted by the agency.
21. The amount of security money to be deposited by the tendered selected for acceptance shall be 10% of the estimated value of the work. The amount the earnest money shall be credited 2% of the work value (inclusive of the earnest money deposited along with the tender). Balance security money will be deducted from the bill the rate of 8% (Eight) of the amount of each running payment.

22. All R.C.C. and cement concrete work shall be mixed and vibrated as per specification of BIS code of practice and as per approved design and drawing.
23. All shuttering and centering materials shall be arranged and produced by the contractor at his own cost and shall consist of wood or steel work not likely to be deformed as an equal to the working or vibrator.
24. The site shall be cleared of all rubbish, leveled and dressed as directed by the Engineer-in-charge and shall be prepared for layout work at the cost of agency at his own cost. This should be duly approved by the site engineer before the start of work.
25. Cost of all store, shed, vats, tools, scaffolding, water connection and other building accessories will be borne by the contractor.
26. Contractor will not be entitled to any claim of compensation for any loss suffer by him due to:
 - A. Natural climate.
 - B. Act of enemies.
 - C. Transport of procurement difficulties.
 - D. Circumstances beyond the control of Government.
 - E. Civil Commotion, riots, strikes and etc.
27. The contractor will have to remove all the surplus materials rubbish and etc. and leave the site clean and tidy after leveling and dressing as per direction of the Engineer-in-charge of completion of the work at his own cost.
28. In case of any difference of opinion in any item of work the decision of the **Managing director, Bihar State Tourism Development Corporation** will be binding on the contractor as well as the **Executive Engineer**
29. The dept. of Tourism, Govt. of India and the dept. of tourism, Govt. of Bihar is funding the tendered construction work; hence the progress and payment may be affected as per the availability of fund. No any claim for additional payment due to time delay shall be entertained. Only the time extension shall be granted on this account.
30. All work will be carried out as per PWD specification / as per I.S. codes.
31. The N.I.T. and official condition will form part of the agreement in addition to the conditions mentioned in F-2 agreement form.
32. Sales tax will be charged as per rule on the gross amount of the bill.
33. The tendered rates shall be valid for a period not less than 180 day's
34. Defect liability period shall be three year from the date of actual completion of the work as per certificate of completion issued by the Engineer-in-charge. Any defect appearing in the work during this period shall be rectified by the contractor at his own cost. In case of his failure to do so the defects shall be got rectified through other agency and the cost involved shall be recovered from the security deposit security deposit or part there of shall be refunded after three year of completion of work, i.e., after the defect liability period is over this will supersede the provisions of clause No- 16 of form F- 2.
35. Compensation for delay in completion of the work shall be recovered from the contractor at the rate of ½ (half) percent per day of delay from the date of completion as envisaged in the contract subject to a maximum of 10% of the contract value. In order to ensure good progress, intermediate recoveries towards delay in achieving intermediate targets set in the jointly agreed programmed shall be deducted at the sole discretion of Engineer-in-charge. However, the total recovered amount may be refunded in case the entire work is completed with the stipulated time of completion. In case extension of completion time is granted on valid reasons, on liquidated damages shall be charged for the extended period and recoveries shall be made only for the period of delay for which the contractor is solely responsible. This will supersede the provisions of clause No-2 of Form F-2