

## INSTRUCTION TO TENDERER

(To be attached with Technical & Commercial part)

(over and above the existing instructions)

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

The tender notice and tender document shall remain available at website [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) during the tender notice period and the same can be downloaded and used as tender document for submitting the tenders. However the cost of tender forms & EMD mentioned in the tender notice has also to be paid in the form of online transfer/DD issued till the date of submission of the tender in favour of “**Senior manager (F&A), SBPDCL**” payable at Patna to be enclosed with the technical & commercial part of tender form while submitting the tender.

Tenderer should watch the website for corrigendum / Addendum to the NIT/Tender documents and there will not be any separate correspondence about the same.

1. Tenderer should upload in original downloaded documents duly signed and stamped on each page. Any photocopy or typed copy of the downloaded document will be treated as invalid.
2. Online transfer/ Demand draft furnished towards the cost of tender document and B.G towards EMD shall be verified before technical bid opening. The bidder shall submit the relevant documents (i.e proof of cost of tender document/EMD) in original at the specified office address on or before [01.07.26] up to [03:00 PM] i.e at least one day prior to the scheduled date of bid opening. Bank Guarantee against EMD (original copy) received after stipulated date and time shall not be considered and the bid shall be rejected summarily.
3. On the date of opening, only Technical and commercial part would be opened, whereas on the date of opening of the price part of the successful tenderer it would be intimated later on.
4. Cost of BOQ and EMD to be submitted same as mentioned in NIT.

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Chief Engineer (C)

## **GENERAL CONDITIONS OF CONTRACT**

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

1. All relevant BIS, PWD code and Irrigation specifications will be followed during the course of work.
2. The Contractors will be responsible for providing medical facilities, accommodation, drinking water and other amenities to the worker employed by them to the site as per requirement of the labour at their own cost.
3. The quantities of work given in the bill of quantities (BOQ) may vary.
4. The contractor will have to maintain at site a bound inspection book. Any extra item ordered by the Engineer in charge and the day to day instruction regarding the work shall be entered in that book.
5. No claim for idle labour under any circumstance will be entertained by the department.
6. The contractor or his authorized agent shall always be present at site while the work is in progress and at the time of measurement.
7. Payment will be made in running account system for continuous works. The bill will be submitted by the Contractor once in a month for substantial quantity of work done. The payment will be made as per availability of fund.
8. All existing labour laws and regulations shall have to be followed by the contractor. The tenderers have to submit an attested copy of labour license under contract labour (Regulation & abolition) Act'1970 along with the tender.
9. Conditional tender may not be acceptable in the SBPDCL.
10. All prevalent rules including minimum wages act revised from time to time will be binding upon the contractor and all the relevant labour laws shall have to be observed by them.
11. The contractor will have to maintain necessary records regarding payment of minimum wages of the labourer and exhibit before the officials of labour department and SBPDCL as and when so required by them.
12. In case of any dispute, the decision of the competent authority or the higher authority as the case may be will be final and binding.
13. The work will be carried out in protected area. Hence all the rules and regulations of the department which are enforced from time to time shall have to be followed.
14. Before submission of the tender, the tenderers shall acquaint themselves with the site conditions so that they may get an idea of the working conditions and incorporate all exigencies and cost effect in the quoted rates.
15. The contractor will have to co-ordinate their work with other agencies working in the area and no claim for delay in work due to idle labour on any account will be entertained.
16. Tenderer must deposit the required Earnest Money as mentioned in the tender notice in online mode. No adjustment of pending dues lying with the department in any shape will be made towards earnest money. Earnest money is not acceptable by Cheque, Tender without the requisite Earnest Money will not be considered valid and hence rejected.
17. Experience certificates for similar type of works done previously must accompany the tender.
18. The competent authority reserves the right to distribute the work to one or more than one agency/ or reject any or all the tender without assigning any reasons thereof.
19. Permanent address for correspondence should be furnished in tender documents otherwise the tender will not be considered.
20. Rate may be quoted in percentage above or below, the estimated rates or in words and figures both.
21. Excess departmental materials issued by the department (if any) shall be returned to the department by the agency otherwise double cost of materials shall be recovered from the agency.

22. The contract shall be eventually drawn on F2 Form General and special conditions of contract shall be read with the terms and conditions laid down in F2 Form.
23. A tenderer shall (on a separate sheet) give a brief description of works previously executed by him. After the tender has been opened, a tenderer may be required to submit details of such works along with manner of their execution and/or any other information that will satisfy the S.B.P.D.C.L, Patna that the contractor has adequate competency to execute the work required to be carried on under these specifications. Tenderers not meeting qualifying criteria of NIT shall be excluded from consideration for the award of the work.
24. Tender should satisfy that the statements as required along with the tender documents are correct and complete in every respect. Any inaccuracy detected later shall vitiate the contract and make the contractor liable to be proceeded against.
25. The Contractor will have to make arrangement for water both for Drinking purpose of the laborers and for cleaning purpose both as their own cost.
26. FORCE MAJEURES.
  - i) If during the continuance of the contract either of the parties or both are prevented from fulfilling the obligation under the contract due to Force Majeure such as fire, act of nature/ war, riots, political disturbance, military operation or such other circumstances beyond the control of the party/parties, the date of fulfillment of their obligations shall be extended in proportion to the time during which such circumstances prevail.
  - ii) The party affected by the Force Majeure as detailed above shall immediately notify in writing the other party of the beginning of such circumstances as also the cessation thereof.
  - iii) In case of Force Majeure as detailed above the parties shall immediately meet for consultation and shall work out the measures to be taken.
27. Progress report of the work will be submitted by the contractor to the E/I at the interval of 15 days.
28. Tender may be cancelled at any time without explaining any reasons.

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

1. **SECURITY MONEY.**

The contractor shall have to deposit 10% of the contract value as security deposit, out of this 5% shall be submitted before execution of agreement as initial security deposit in form of Demand Draft or Bank Guarantee. The balance 5% shall be recovered from the running account bill. In the case of rates being quoted below BOQ rates, then Additional Performance Guarantee shall be liable as per provisions of RCD's letter No.448(s), dt 16.01.2020.

2. **IDLE CHARGES.**

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

3. **TAXES**

The rates quoted should be inclusive of all applicable taxes.

4. **DEFECT LIABILITY PERIOD:-**

This period will be six (6) months, after completion of work thereafter security will be refunded subject to Satisfactory rectification of all defects and certification by the Engineer-in-Charge that the work which has been done is satisfactory.

5. **REFUND OF SECURITY**

After successful completion of defect liability period and certification by the Engineer-in-Charge subject to satisfactory performance and rectification of any defect and adjustment of recoveries (if any)

6. **EXTRA WORK**

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

7. **DATE OF COMMENCEMENT.**

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

8. **MONTHLY PAYMENT.**

No interests will be paid in case of delay in any payment.

9. **LIST OF INCOMPLETE WORKS:-**

The tenderers shall have to furnish list of unfinished pending work of SBPDCL department with tender in prescribed Performa.

10. **LIQUIDATED DAMAGES:-**

In case the successful bidder fails to complete the work within the stipulated time or within any approved extension thereof, the employer shall recover liquidated damage (LD)@0.5% of the contract value per week of delay or part three of, subject to maximum of [5or10]% of the contract value. The LD shall be deducted from any amount due to or becoming due to the contractor, Including the Security Deposit.

12. **ELIGIBILITY CONDITION**

To qualify for opening of price bid of the contract, each bidder should fulfill the Qualifying/ Eligibility criteria:-

- (i) Tender must be a Registered proprietorship concern/ Partnership from/Company/LLP duly registered under the applicable laws, rules or Acts in India.  
\*Bidder shall submit necessary document in this regard.  
\*Joint ventures (Jvs)/Associate and Subletting is not Allowed.
- (a) Tenderer must be registered in any govt. civil engineering organization with requisite class of registration.
- (b) PAN
- (c) GSTIN registration certificate. Bidder must be registration under "Works Contract/ Construction Services" in GST registration.[Documents should be attached in this regard.]
- (d) Achieved in average annual financial turnover in best three last years out of last five financial year of at least the amount equal to the 50 % (fifty percent) of estimated cost of works for which bid has been invited. The turnover will be indexed at the rate of 8% for a year.
- (e) The Tenderer/ Firm/ Agency should have satisfactorily completed as a prime contractor in Govt Department/Public Sector Undertakings /Government Autonomous bodies/Statutory Authorities Govt/PSU during the last five years, ending March :-  
Three similar works each costing not less than 40% (forty percent) of the estimated cost or completed two similar works each costing not less than 60% (sixty percent) of the estimated cost or one similar work costing not less than 80% (eighty percent) of the estimated cost.
- (f) Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is equal to or more than the total bid value. The available bid capacity will be calculated as under:  
**Accessed available bid capacity is equal to:  $(A * M * N) - B$  where,**  
A = Maximum annual turnover in any one year during last 5 financial years  
(Updated to the price level of last year @ 8% a year. i.e Indexed at present value of last year taking 8% as indexing rate) taking into account the completed as well as works in progress.  
N= No. of years prescribed for completion of works for which bids are invited. (For project duration specified in months, N shall be calculated into years by dividing by 12)  
M = 3  
B = Value, at the current Price level of existing commitments and ongoing works (Civil, Electrical and other) to be completed during the period of completion of work for which bids are invited (to be submitted by the bidder)  
*Note: Declaration to be submitted by the bidder indicating the value of Existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed in the declaration.*
- (g) Net worth of last 3(three) financial year up to F.Y2024-25 shall be positive.
- (h) Liquid asset during last F.Y(i.e For F.Y 2024-25) shall be up to 10% of Estimated Cost.
- (i) Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, quoting unreasonably high/low rates, litigation history or financial failures etc. decision of Engineer-in-charge in this regard shall be final and binding.

**Note:- If the tenderer doesn't fulfill the eligibility criteria then he will be disqualified for opening of Price part of that tender.**

13. **Documents to assign with technical bid :-**

Bidder should upload the following documents in addition to the required documents as per eligibility of bid in support of technical evaluation. Documents shall be attached in the same sequence as noted down below.

- (a) Complete Audited Annual Accounts (Including Balance sheet, Profit & Loss A/C ,notes to Accounts etc) for last 5 (five) Financial year up to F.Y 2024-25.UDIN must be mentioned on Audited Annual accounts. Without UDIN no audited accounts should be accepted. **UDIN of other document/certificate on the submitted annual accounts shall be rejected.**
- (b) CA Certificate regarding turnover, Net worth and liquid asset for last five (5) financial year. **UDIN must be mentioned on CA Certificate.**
- (c) GSTR-9 (Annual GST Return) of last five (5) financial year (if any).
- (d) Documents showing ownership of plants and equipment needed for successful completion of work.
- (f) Certificates by Employer for successful completion of works or final payment certificate during last five years, from date of submission of tender, specifying :-
  - i) Name of work
  - ii) Employer
  - iii) Location
  - iv) Contract amount
  - v) Date of start
  - vi) Date of completion
- (g) List of Works in hand (Existing Commitment) specifying
  - i) Name of work
  - ii) Employer
  - iii) Location
  - iv) Contract amount and Balance (unpaid) amount
  - v) Date of start
  - vi) Date of completion
- (h) Details of financial availability:- Undertaking on non-Judicial stamp for cash investment of 25% of estimated cost for this work.
- (i) Certificates in the form of notarized Affidavit by the bidder for:-
  - (i) Non Debarment/Black listing/de-empanelment by BSPHCL and its subsidiary companies on the date of submission of Bid.
  - (ii) Non Blacklisting by any state/centre/utilities/PSU/Govt entities on the date of submission of Bid.
  - (iii) Bidder had no relative or any person directly or indirectly involved in design, execution, and supervision and testing of the tender.

14. In case of abnormally low bid, bidder shall be required to submit detailed price analysis and justification including but not limited to resource cost, methodology, equipment , labour and overhead.
15. Validity of Tender- 180 days after the opening of technical part of the tender.

Annexure I:- Checklist for Financial Document.

II:-Format of BG for Performance Security.

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