

GOVERNMENT OF BIHAR
PUBLIC HEALTH ENGINEERING DEPARTMENT
NOTES TO TENDERERS

[TO be kept in Technical Bid envelope after going through clause 1 to 35 carefully and duly signed and stamped on each page by tenderer]

Clauses contained in these notes to tenderers will form a part of the contract besides the usual clauses contained in the printed contract form and NIT.

This tender pertains to the supplying all materials tools, plant, equipment's including Drilling by Rig Machine and constructing **Construction of 30 Nos of 125mm dia x 48m deep Gravel Packed Tube well with I.M-II hand pump with construction of 1.85mtrn dia. circular P.C.C (1:2:4) platform and P.C.C (1:2:4) drain as per UNICEF design including 1m dia and 2m deep Soakpit under P.H.Division, Hilsa , district- Nalanda for the year of 2025-26.** all complete as mentioned in schedule (A) on Turn-key Basis. The day time and venue for the receipt of tender as per N.I.T. which is enclosed herewith as **Annexure-1**. The tenderers are advised to go through the following instructions (Item **1-35**) carefully and participate in this tender accordingly after being satisfied. The quoted rate must be firm and fixed.

1.0 Submission of Relevant Papers/Documents.

The receipt of cost of B.O.Q Cost, Earnest Money in the specified shape and the relevant paper/Certificates required for eligibility should be uploaded through the website (www.eproc2.bihar.gov.in). The requisite documents/Papers are as follows: -

- a. Cost of B.O.Q cost through online mode only.
- b. Earnest Money in the specified shape.
- c. Registration paper (renewed if required) of appropriate class and PHED, Govt. of Bihar.
- d. PAN Card.
- e. GST registration in State of Bihar.
- f. Tools & plants ownership/lease papers valid for the period of work.
- g. Affidavit from the notary certifying that the bidders/ contractor has completed 80%/more than 80%/completed the work previously awarded to him within the P.H.E.PATNA ZONE, PATNA.
- h. Affidavit regarding Debar/ Blacklist
- i. Power of attorney/ Partnership deed/MOU of private limited company etc, if applicable.
- j. Character Certificate as per NIT.

Labour License:-

Valid Labour license is required to be submitted at the time of agreement.

2. **Scope of work:** - This tender comprises of supplying all labour, equipment, tools and materials for Construction of **Construction of 30 Nos of 125mm dia x 48m deep Gravel Packed Tube well with I.M-II hand pump with construction of 1.85mtrn dia. circular P.C.C (1:2:4) platform and P.C.C (1:2:4) drain as per UNICEF design including 1m dia and 2m deep Soakpit under P.H.Division, Hilsa , district- Nalanda for the year of 2025-26.**
3. **Site of Work:** - Sites of work are in remote villages of **Nalanda, DISTRICT** and of scattered nature. Tenderers if desire to take work are advised to inspect area of the work and ascertain accessibility and availability of labour etc. before quoting their rates.
4. **Quantities:** - Quantities given in schedule "A" are approximate and are for the guidance of the tenderers for quoting their rates. However, payment for work done shall be made on the basis of the actual measurement of the work done. No claim will be entertained for any variation in the quantity given in schedule "A". The contractor will in no case do work more than quantity given in schedule "A" without permission or authorization of the competent authorities empowered to allow extra work. For any extra work other than defined in schedule "A" no claim in any form will be entertained unless permission is granted prior to work by the competent authority.
5. **Time of completion:** -
 - a) **For Completion of Hand Pumps:** The agency will have to complete the work within stipulated period as mentioned in B.O.Q./N.I.T. from the date of issue of work order in all respect.

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6. **Contract Value:** - The successful tenderer is required to execute the work as per quantity given in B.O.Q. and he will have to ensure that in no case, the total value of work done, under the contract exceeds without the written order of the competent authority.
7. **Power to reject or accept the tender:** - Competent authority reserve the right to accept or reject any or all the tenders received. No Explanations / reasons can be asked by the tenderers for the cause of such rejection or acceptance of any or all the tenders.
8. **Earnest Money & Security Money:-** The successful tenderer after getting work award will have to deposit 5% security money including earnest money and have to enter into agreement with Executive Engineer, P.H. Division, Hilsa Earnest money deposited by the successful tenders may be forfeited in case the contractor declines or fails to deposits the sum of 5% (five) including the earnest money on the tendered amount as security money and to **sign the agreement within 14 (fourteen) days** from the date of issue of the award of work by the competent authority.

A further deduction of 5% (five) percent shall be made from all bills as security money which will be refunded after six months of satisfactorily completion of work or payment of final bills whichever is later On receipt of written application the earnest money of the unsuccessful tenderers shall be returned to them by the authorities in due course.

After the completion of defects & liabilities period which is six months from the date of final measurement of work, half (5%) of the total retained amount as security deposit (i.e. 10%) will be refunded & rest five percent will be refunded only after successful completion of operation & maintenance period is over and the certificate of satisfactorily work done of operation & maintenance given by Engineer in charge is produced as per clause 16 of this notes to tenderer.

No security Deposit/Retention shall be retained from the payment for Operation & Maintenance of works.

9. **Pledging of earnest Money:-**It should be noted by the tenderers that prescribed document relating to the Earnest money should be in the shape of **Fixed Deposit of a Scheduled Bank** payable at Nalanda One, two or three year post office time deposit / Kisan Vikash Patra/National saving certificate issued within state valid for more than defect and liability period **and duly pledged in favor of Executive Engineer, P.H. Division, Hilsa** as given in N.I.T. Blank pledging form attached with the tender will not be accepted. Pledged earnest money documents deposited as earnest and security money in other work in this office or in other office of the Deptt. will not be treated as earnest money unless they are released from the work and attached with the tender, duly pledged a fresh.
10. **Rates:** - Tenderers are requested to quote their rates both in words and figures in blank space provided in the B.O.Q. It should be noted by the tenderers that unworkable quoted rates shall not be accepted and such tenders shall be out right rejected.
11. **Income Tax:** - It should be noted by the tenderers that income tax will be deducted from each bill including final bill as applicable.
12. **Sale Tax:** - It should be noted by the tenderers that Sale Tax / VAT will be deducted from each bill including final bill as applicable.
13. **Carriage:** - It should be noted by the tenderers that rates for different items of work mentioned in schedule "A" are inclusive of carriage. Therefore, no separate payment will be made to the contractor for carriage of materials used in the execution of work mentioned in schedule "A".
14. **Setting out of work:** - The engineer-in-charge of the work or his authorized representative shall give the site / location and alignment of work. The contractor will have to take full responsibility of drilling / boring the bores on the specified point at the given site. Any discrepancy which shall come to notice, shall be rectified by the contractor. The contractor must not do the bore on the other site instead of the site given / shown by the E/I. the successful bore which is found to be filled before lowering should be flushed by the contractor on his own cost.

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Any defect found on the side of contractor before expiry of six months after completion of work, cost of rectifying defects will be deducted from security money of the contractor. The contractor should note that he shall be entirely responsible for the correctness of the drilling / boring sites as per direction of E/I. If at any time, the errors in location detected that shall be rectified by the contractor at his own cost. The contractors ensure that the drilling / boring must be vertical and plumb to surface.

- 15. Material:** - Material such as 125/40 mm dia UPVC casing pipe, 125 mm/40mm dia UPVC ribbed screen pipe, 32 mm dia medium Quality G.I. Riser pipe and India mark II Hand pump required for the construction of tube-wells should be ISI marked & confirming to relevant I.S. specification as mentioned below.

- (i) Hand pump:** - India mark-II hand pump complete set should be ISI marked conforming to I.S.: 15500 (part II) / 2004 with latest amendment and should be inspected and certified by one of the Quality Assurance Inspecting wing i.e, DGS&D / Crown / SGS.

A certification in this regard should be obtained for each consignment and produced before the executive engineer for acceptance before use. A suitable embossing on the components of hand pumps should be done except on the bundle of 12 mm bright steel connecting rod. All bundles will have the seal of the Inspecting agency.

- (ii) 125 mm dia UPVC casing pipe/ 125 mm dia UPVC ribbed screen pipes / 40mm dia UPVC ribbed screen pipes/ 40 mm dia UPVC pipes** should be ISI marked conforming to the I.S. 12818 – 1983/1992 with latest amendment, and should be Inspected and certified by Quality Assurance Inspecting wing of CIPET. The cost of all such tests shall be borne by the contractor. 125 mm dia UPVC casing pipe/125 mm dia UPVC ribbed screen pipes should be 3mts. long each with shoe plug. The 40mm dia UPVC ribbed screen pipes 2mts. long each with shoe plug.

- (III) 32 mm dia G.I. Pipes** Should be of medium quality ISI marked conforming to IS-1239 (Part-I) 1979 with latest amendment with seamless socket which will be as per IS-1239 (Part-II) 1979 with latest amendment. Each consignment of pipes shall be inspected and tested and embossed by any of the agencies / authority of DGS&D/CROWN/SGS who shall be given sufficient prior information by authorized inspectors.

- (IV) The cost of all above stated inspection of material shall be borne by the contractor.**

All test report along with Invoice, Challan, Transportation detail etc in original regarding India mark II hand pump and accessories and G.I./UPVC pipes and ribbed screen pipes of different sizes shall have to be submitted to the Executive Engineer for proper physical verification of materials at consignee end.

The contractor after obtaining permission from the Executive Engineer will **stock the materials in divisional/sub divisional/sectional store or other Govt. Campuses as specified by E.E.** Proper physical verification by the departmental officers will be done and accordingly the materials will be accepted or rejected. The contractor will use the materials only after such verification found satisfactory. No extra cost for stacking, carriage or storage will be paid to the contractor. The contractor shall be responsible for the safe keeping of the material stored at other Govt. campuses.

The Contractor will ensure that 3rd party inspection at manufacturer end by inspecting agency as specified above the same materials must be transported to the departmental store for consignee end inspection. In case of any doubt about the quality of any or all the materials in part or full, The Executive Engineer reserves the right to get such materials tested separately in some recognized laboratory at the cost of contractor. For this purpose, sample will be taken by the Engineer – in – charge in presence of the contractor or his authorized representative and shall be signed jointly. Till the time the test results are obtained such materials shall be kept separately in the store & not to be used in work.

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In case the test report is found unsatisfactory, the contractor shall have to remove and replace such material at his own risk and cost and shall be responsible for the delay in work on this account, for which no extension of time will be allowed. The materials brought to the site in one time must be checked 100% at consignee end. The S.E./other higher officials may make random, inspection of the materials. In any case the material used in construction of T/Wells must be I.S.I marked and confirming to relevant –I.S codes.

It will be the responsibility of agency to carry out construction work with the same materials inspected at manufacturer end and consignee end. Any surplus material if remains balance after completion of work will be taken back by the contractor for which no payment will be made to the contractor.

- 17. Accommodation:** - The contractors will provide at their own cost proper huts and drinking water, and other admissible facilities admissible to labour force employed by the contractor as per labour acts/ laws.
- 18. Address:** - The tenderers shall have to furnish their full permanent and local address in the tender paper. The contractors are required to sign each page of the tender document before submission of their Tenders.
- 19. Clarification of any doubt:** - If the tenderers have any doubt or any confusion about the tender. he should get it clarified by the superintending Engineer/ Executive Engineer before submitting Tender.
- 20. Insurance:** - The contractor will have to insure the labours to be employed for the Execution of the work at his own cost. If any accident occurs at the site of work during the execution of work the contractor will have to pay compensation for the damage as admissible under relevant act/law.
- 21. Extra work:** - The contractor shall not carry out any Extra work without written order of the competent Authority. The contractor will have to maintain site order book duly page marked & signed by the E/I. in which necessary instruction regarding execution of work will be given to the contractor by E/I or his authorized representative or any other inspecting officer of the department. The site order book will be property of the deptt. and remain with the junior Engineer of the work. The contractor will have to make available all facilities for inspection of work of the inspecting officer of the Department.
- 22. Wages:** - The contractor will have to ensure for the payment to the labours engaged in the execution of work and it should be strictly in confirmation to the minimum wages act approved by the Government.
- 23. Site Clearance:** - The contractor will keep the site neat and clean even during the execution of work. After the completion of work the contractor will remove all debris etc. and handover neat & clean site to the department.
- 24. Misconduct:** - If any of the contractor's agent, subagent, consultant or employee is found guilty of misconduct or incompetent for the contract by the E/I such persons shall have to be removed from the site of work. Any person so removed shall not be re-employed in the work except with the prior permission in writing of the Engineer I/C or higher competent authority.
- 25. Inspection and testing:** - The contractor shall provide all facilities, instrument, materials and labours for testing/inspecting the work and shall afford the site engineer all assistance necessary to conduct the test/inspection for which no extra payment will be made.
- 26. Drilling Operation:** - The drilling operation for construction of bores for different types of T/ Wells should be carried out as follows (As Applicable): -

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- (i) **For Drilled T/Well:** - Boring shall be 125/ 115 mm dia by DTH rig machine and total depth from the ground level of the bore shall be between 30 m to 70 m (**preferably 70 m**). on completion of drilling, bore shall be cleaned and it should be capable to give sufficient clear water. The yield should not be less than 1000 ltrs. Per hour for acceptance as successful bore.

If even after a depth of 60 m from the ground level bore remains dry or if the yield is found less than 1000 liters per hour, the bore will be declared dry. If the boring in the over burden is done up to the depth of 30 meters and further boring is not possible due to adverse and unsuitable geological condition it shall be declared unsuccessful. **Such declaration shall only be accepted when inspected & declared dry/unsuccessful in writing by the E/I or his authorized representative not below the rank of Assistant Engineer.**

After completion of the boring the bore should be developed & washed by means of a compressor for minimum 30 minutes to give clean portable water Casing pipes should be properly socketed or welded to ensure a continuous length. The contractor shall have to make threads there in at his own cost for facility of lowering the casing pipe. The length of casing pipe should be such that at least 30 cm remain projected above the ground level after completion of the work at site. The top of the casing pipe shall have to be capped by a screwed 125mm dia G.I. cap till the hand pump is installed over the bore. The casing shall have to be lowered in such a manner that it remains vertical so as to ensure installation of deep well hand pump and accessories without difficulty.

The contractor should keep strata chart of each tube wells, for which Engineer -in charge will ask to submit “strata chart” in prescribed format at the time of preparation of bill.

- (ii) **Gravel Packed T/Well:** - The boring operation for Gravel Packed T/Wells should be carried out with the reverse rotary rig machine by reverse circulation method as follow.

The boring shall be 300/250 mm dia and total depth from the ground level of the bore shall be between 30 mtr to 60 mtr (**maximum 60 mtr**). The casing pipe and ribbed screen pipes should be properly socketed and lowered in such a manner that it remains vertical so as to ensure installation of Deep Well hand pump and accessories without difficulty. The bore should have sufficient annular space for filling Pea Gravels around the 125 mm dia casing/ribbed screen pipe up to the depth of 15mtr below G.L. The top of the casing pipe shall have to be capped by a screwed 125mm dia G.I. cap till the hand pump is installed over the bore.

The contractor should keep strata chart of each tube wells, for which Engineer -in charge will ask to submit “strata chart” in prescribed format at the time of preparation of bill.

- (iii) **125x40mmx46/61mts. deep Hand T/Well:** - The boring operation should be carried out by Jet or dheki below G.L. The diameter of the bores shall sufficient for insertion of 125mm to 40mm dia casing pipe with sockets and total depth from the ground level of the bore shall be 46 mts and 61 mts. respectively as per B.O.Q. The 125mm dia casing pipe, 40mm dia.G.I. pipe and ribbed screen pipes should be properly socketed and lowered in such a manner that it remains vertical so as to ensure installation of Deep Well hand pump and accessories without difficulty. The top of the casing pipe shall have to be capped by a screwed 125mm dia G.I. cap till the hand pump is installed over the bore. The contractor should keep strata chart of each tube wells, for which Engineer - in charge will ask to submit “strata chart” in prescribed format at the time of preparation of bill.

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27. **Construction or platform and Drain:** - The platform and drain must be constructed as per direction of E/I & materials used should confirm the relevant I.S codes. The platform and drain must be in shape & size as per direction given by E/I. Design and any damage to the platform and drain before its getting full strength will be repaired by the contractor at his own cost before handing over to the department.

28. **Testing:** -After completion of boring the contractor shall have to arrange for testing the yield of bores in presence of the E/I or the authorized subordinate. The contractor will have to make all arrangement for such test and no extra payment shall be made for such test.
29. **Miscellaneous:** - The contractor shall have to make arrangements at their own cost for the following
- (a) Facilities for moving bulky materials.
 - (b) Releasing & transporting materials required to be returned
 - (c) Keeping in custody all the materials required to be returned till they are finally taken over by department, in writing.
 - (d) Repairing any damage in the process of execution of the access to the works.
30. **Measurement & Payment:** -
- A) Measurement & Payment for Construction of Hand Pumps**
- The Contractor will submit duly signed detailed statement of work done. On this basis measurement will be taken by the Engineer in charge or his authorized subordinate at site jointly with the contractor or his representative. All such records shall be signed by the contractors or his authorized representative in the measurement book as a “token acceptance”. Every effort will be made to make running payment after completion of 20 nos. T/wells in all respect. But for delayed payment due to any reason beyond the control of the deptt. no interest or claim will be entertained. Complete T/W means completion of complete work i.e drilling, installing pump set, lowering of riser with cylinder, and construction of platform and drain.
31. **Dispute:** - In case of any dispute arising out of this work decision of Regional Chief Engineer, P.H.E.D. Patna, Bihar shall be final & binding upon both parties.
32. **The** contractor shall furnish the following information at the time of handing over the T/Well to the department with the following information for each T/Well.
- (i) Name of Agency and agreement number.
 - (ii) Location of T/Well with name of block, Panchayat, revenue village. Thana, location of nearby persons / institution.
 - (iii) Discharge of T/Well in ltrs, per hours.
 - (iv) Depth of U.P.V.C. casing pipe, G.I. pipe and ribbed screen pipe.
 - (v) Photograph of each completed tubewell in water discharge condition having details of location.
33. **The tender of those agencies who have been awarded earlier works in the jurisdiction of RCE PATNA ZONE, PATNA and have not completed within specified time shall be liable for rejection for which no explanation/reasons can be asked for.**
34. As per Road Construction Department Letter no – S-6/S.B. Law- 03-08/06(Part) 447(S) Patna, Dated 16.01.2020 **Deposit of additional performance guarantee for serious unbalanced rate:- The tenderer quoting serious unbalanced rate will have to furnish the rate analysis of the work along with the reason as how the work will be finished in the stipulated time frame and they will have to deposit additional performance guarantee money at the time of agreement as per prevailing rule for example :-**
- (a) Additional performance Guarantee will be charged at the rate of 0.25% for every 1% rate quoted below bill of Quantity for rate quoted 0% to 05% below bill of Quantity.
 - (b) Additional performance guarantee will be charged at the rate of 0.5% for every 1% below BOQ for the rate quoted below 05 to 15% of bill of quantity.

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- (c) Additional performance guarantee will be charged at the rate of 1.0% for every 1% below BOQ for the rate quoted below 15 to 20% of bill of quantity.
- (d) Additional performance guarantee shall be charged at the rate of 2% for every one (1%) rate quoted below 20% of BOQ.

35. **Completion of work.**

- (a) The tenderer will have to complete the work within specified time and no time extension will be granted without any valid reason.
- (b) Earnest money of those tenders will be forfeited who will not make agreement & start work in time without any explanation there off.

Executive Engineer,
P.H. Division Hilsa

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