

## **NOTES TO TENDERER**

1. Bidders have to furnish the attested copy of Character Certificate, VAT no, PAN no. GST No, Tenders not accompanying these documents will be out rightly rejected.
2. Bidders have to furnish an up to date character certificate issued by DM/SP. Character certificate should not be more than six month old on the date of tender. Where the tenderer is a partnership firm or a private Ltd. Company, Character certification verification of Managing Director will be essential from DM/SP
3. The N.I.T. will be the part of the agreement.
4. If the percentage of rate quoted by the tenderers is less by more than 10 (ten) % of BOQ rate the tender will be declared invalid and shall be rejected forthwith.
5. In case of serious unbalanced rate, additional preference security will have to be deposited as per R.C.D. Letter No. 3376 (E), Date – 17.08.2010.
6. Tenderer must inspect the site before filling tender
7. Quantities mentioned in the bill of quantities may decrease/increase is indicative only. It may increase/decrease or deleted as per site condition. So estimated amount will also increase/decrease.
8. Rate is to be quoted on percentage basis, i.e., more or less or equal to BOQ rate.
9. Conditional tender shall be out rightly rejected.
10. EMD of the unsuccessful tenderer will be returned after the decision of the tender and EMD of the successful tenderer will be either adjusted towards security deposit or returned after he deposits the fresh security deposit for signing of the agreement.
11. Successful tenderer has to deposit 5% of the contract value as security deposit in the shape of D.D. in favour of Managing Director, Bihar Urban Infrastructure Development Corporation Ltd. payable at Patna. Within 3 days of LOA (Letter of Acceptances) and sign the agreement.
12. Deduction @ 5% of the total value of each bill shall be made as Balance Security Deposit, so that, total security deposit at the last stage of payment achieves at 10 % of the total value of work done.

13. If the contractor fails to complete the work within the specified time, the security money will be forfeited.
14. No claim will be entertained for any increase in Railway freight, fluctuation of rate for labour and materials in the market if any, during the progress of work.
15. The rate to be quoted by the tenderer in terms of percentage in total estimated amount will be inclusive of all cost of materials transport charges up to the work site with loading and unloading involved at various work sites, royalty and GST taxes. The complete rate as above only will be considered by the BUIDCo.
16. No claim shall be entertained due to rise in price of lubricants and spare parts of vehicles or in taxes by Govt. or cost of labour or any materials or other cost.
17. Before using the material in works, samples of material are got to be approved from BUIDCo.
18. All equipment provided by the contractor shall be of proven efficiency and shall be operated and maintained at all times in a manner acceptable to the Engineer-in Charge
19. No equipment or personal will be removed from site without permission of the Engineer-in Charge
20. Site Order Book with numbered pages and bearing the certificate of the Engineer in Charge shall have to be maintained by the Contractor at the site of work, and it will have to be produced to the Engineer in Charge, to record any instruction concerning the work.
21. The contractor shall have to abide by the Labour Act and Minimum Wages Act, MVI Act forced in the area from time to time. Any non-compliance of the above Act and rules shall be borne by the contractor.
22. The contractor shall make adequate arrangement for the safety of the labours during executing the works. He will be responsible for accident if occurs at his works site. Adequate compensation for the same will have to be paid by him as decided by competent authority.
23. In the event of any loss of the govt. articles the value of the articles shall be recoverable from the contractor.

24. The contractor shall rectify at his own cost in case the work is found to be defective during checking.
25. The Security Deposit will be returned after the completion of the work.
26. It will be the responsibility of the contractor to pay royalty of mines materials. The contractor shall submit form "M" and "N" (duly filled as per "Bihar" Mines and Mineral act 1972.)
27. The contractor will make his own arrangement for watchmen or guide etc. at site and no extra payment shall be made due to this item of work.
28. After completion of the work the contractor will remove all debris at his own cost and clear the site.
29. Contractor will maintain site order book at the site of work making any entry concerning the work and it will be property of the department and shall remain with the site I/C.
30. Contractor will have to make his own arrangement of water at his site, necessary for work from all lead whatsoever.
31. The department reserves the right to decrease the quantity. Payment will be made on the basis of actual measurement as per agreement rate.
32. Govt. dues against the contractor such as royalty taken and recoveries concerning to the other department or Division will be recovered from the contractors as and when required by the department at prescribed rate.
33. No secured advance will be given to contractor against the materials supplied.
34. The contractor should provide necessary facilities to the labourers working at the work site, labour huts, water medical aid, ration drinking water etc. and pay them according to wages act. No claim for providing such facilities for increase of labour rates, or additional labour will be entertained.
35. Contractor employing motor vehicles should confirm to Motor Vehicle act and Rules.
36. The whole work shall be carried out strictly as per approved drawing, design and specifications as per PWD/ CPWD specifications in case of difference of opinion on any issue, the practice laid down in B.I.S. specifications shall be followed.

37. Any work should not be considered finished or final until such date as the Engineer in Charge shall certify as the date on which the work is finished after rectification of defects as pointed by the E/I or his authorized agents to the satisfaction of Engineer in Charge.
38. In case of any dispute between the parties arising out of this contract, the same shall be put before the Managing Director, BUIDCo and decision of MD BUIDCo in this respect shall be final and binding upon both the parties to the contract.
39. Courts/Arbitration tribunal at Patna shall have exclusive jurisdiction over the contract and any dispute arising out of this contract.
40. For Group No. C, D & E the bidder should have to submit the bid in double bidding system.

**Eligibility Criteria:**

1. Bidder must have valid registration of appropriate category.
  - i. PAN Card
  - ii. GST
  - iii. Character Certificate
2. Bidder must have completed work amounting BOQ amount or in case of similar nature work, it should be 1/3 of BOQ amount in any one year during last three financial years.
3. Bidder must have either own equipment like JCB, Dozer, Tipper, Roller, Diesel Generator, Tractor with Trolley or on lease/hire basis. If it is taken on lease/hire basis. For proof bidder or lessee/pledger must submit voucher of equipments with bid document. The affidavit from both side will be mandatory.

**Chief General Manager,  
BUIDCo, Patna.**