

बिहार सरकार
ग्रामीण कार्य विभाग

अधिसूचना

अधिसूचना संख्या-BRRDA(HQ)MMGSY-428/24 - 1174 /पटना, दिनांक:-31/8/24

ग्रामीण कार्य विभाग के अधीन क्रियान्वित राज्य योजनाओं के निविदा के निष्पादन के क्रम में प्रायः प्राप्त होने वाले परिवाद के आलोक में वर्तमान में लागू मानक निविदा अभिलेख [Standard Bidding Document (SBD)] के कतिपय कंडिकाओं में स्पष्टता की आवश्यकता महसूस की गयी। तकनीकी मामलों के संबंध में विचार विमर्श एवं तकनीकी मार्गदर्शन हेतु गठित समिति के समीक्षोपरांत स्तम्भ-3 में अंकित SBD के पूर्व प्रावधानों को स्तम्भ-4 में अंकित प्रावधानों से प्रतिस्थापित किया जाता है :-

Sl. No	Clause of SBD	Original Provision	Amended Provision
1	2	3	4
1	Press Notice Clause-4	Place of sale of B.O.Q.	Online Bidding on website http://pmgsytendersbih.gov.in .
2	Press Notice Clause-7 Column-4	Amount of Earnest money in Lakh	Amount of Earnest money in Lakh in online mode.
3	Press Notice Clause-7 Column-5	Cost of B.O.Q. (Non-Refundable) in Rs.	Cost of B.O.Q. in Online Mode (Non-Refundable) in Rs.
4	Press Notice Clause-9	Earnest money should be in the shape of 8 th issue of 6 years NSC/KVP/ 3 years or 5 years TD; issued within the state or as per Bihar Financial Rule which have been pledged in favor of designation of Executive Engineer or Bank guarantee issued from any schedule bank within State and valid up to bid validity period for work costing more than one crore. (If issued from any bank outside state then it will be converted to any bank within state before executing the work agreement)	Earnest money will be accepted in only online mode (e-payment mode). No other forms of Earnest Money (Bid Security) will be accepted. The Earnest Money deposited by the non-responsive bidder will be automatically refunded. In case the bid of non-responsive bidder is reconsidered whose EMD has been refunded automatically, will be collected and refunded manually in the shape of Fixed deposit receipt only.
5	Press Notice Clause-10 (New Clause added).	---	Bidders can access tender documents on the website http://pmgsytendersbih.gov.in and submit the completed tender documents in electronic form on the website itself. Bidders shall upload scanned copies of all required papers and certificates as required in the eligibility criteria. All papers uploaded will be treated as digitally signed. The scanned copies should be of original papers and certificates. If any uploaded paper found forged and fabricated, then appropriate action will be taken against the bidder as per clause 33 of ITB and clause 11 of "Bihar Contractor Registration Rule

			(Rural Works Department) 2007".
6	Press Notice Clause-11	Other details can be seen in NIT down loaded from Website of department or on the notice board of undersigned office or by meeting the undersigned on any working day in working hour.	Other details can be seen in NIT downloaded from Website http://pmgsytendersbih.gov.in .
7	Press Notice Clause-13 (New Clause added).	---	Successful bidder has to submit character certificate (Original), Affidavit (Original as per prescribed format of SBD Section-2, Qualification Information) and GST Clearance Certificate before agreement.
8	Press Notice Clause-14 (New Clause added).	--	Audit reports (issued after 30-06-2019) uploaded by bidders must have UDIN (Unique document identification number), otherwise it will not be considered in evaluation of Bid.
9	Section-1 ITB Clause 4.1	All bidders shall provide in Section 2, Forms of Bid Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts indicating miles stones to complete the project on time.	All bidders shall provide in Section 2, Qualification Information
10	Section-1 ITB Clause 4.2 (i) and 4.3 (g)	evidence of access to line(s) of credit and availability of other financial resources facilities (10% of contract value), certified by the Bankers (Not more than 3 months old)	evidence of access to line(s) of credit and availability of other financial resources facilities (20% of contract value), certified by the Bankers.
11	Section-1 ITB Clause 4.3 (i)	authority to seek references from the Bidder's bankers;	Deleted
12	Section-1 ITB Clause 4.3 (i)	the proposed methodology and programme of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones (for all contracts over Rs. 5 Crore).	Deleted
13	Section-1 ITB Clause 4.4	Bids from Joint ventures are not acceptable.*	Bids from Joint ventures are not acceptable for projects costing less than rupees ten crore. For project costing rupees ten crore or more, Joints Ventures are allowed as per RCD Letter No-8131 (S) the dated 24.07.2012.

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14	Section-1 ITB Clause 4.5 A.	<p>To qualify for award of the contract, each bidder in its name should have in the last five years as referred to in Appendix :-</p> <p>(a) Achieved in any one year a minimum annual financial turnover (in all classes of civil engineering construction works only) volume of construction work of at least the amount equal to the 50 % (fifty percent) estimated cost of works for which bid has been invited. The turnover will be indexed at the rate of 8% for a year.</p> <p>(b) Satisfactorily completed as a prime contractor (or as a nominated subcontractor, where the subcontract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied) at least one similar work of value not less than amount indicated in Appendix (usually not less than 25% (twenty five percent) of estimated value of contract);</p>	<p>To qualify for award of the Contract, each bidder should have in the last five years:-</p> <p>(a) Achieved in any one year a minimum annual financial turnover 60 % of amount put to bid (as certified by chartered accountant, and at least 50% of which is from civil engineering construction works). The amount put to bid would not include maintenance cost for 5 years. The turnover will be indexed at the rate of 8% for a year. e.g. If bid is invited in financial year 2024-25 upto 30th September 2024 then 5 years immediately preceding the year are 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 and indexing will be done upto FY 2022-23. If bid is invited in financial year 2024-25 after 30th September 2024, then 5 years immediately preceding the year are 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24 and indexing will be done upto FY 2023-24.</p> <p>(b) Satisfactorily completed, as prime contractor or sub contractor at least one similar work of value not less than 30% of the amount put to bid (excluding maintenance cost for five years). The cut-off date for experience certificate (similar work) is the last date of the month before the last date of receipt of tender. Ex.- If tender is received in the month of August 2024, then experience certificate (similar work) shall be considered for the period starting from 1st of August 2019 up to 31st of July 2024.</p>
15.	Section-1 ITB Clause-4.5 A. (d)	The contractor or his identified sub-contractor should possess required valid electrical license for executing the building electrification works and should have executed similar electrical works for a minimum amount as indicated in Appendix in any one year.	Deleted
16	Section-1 ITB Clause-4.5 A. (e)	The contractor or his identified sub-contractor should possess required valid license for executing the water supply/sanitary engineering works and should have executed similar water supply/sanitary engineering works for a minimum amount as indicated in Appendix in any one year.	Deleted
17	Section-1 ITB Clause-4.5 B	<p>Each bidder should further demonstrate:</p> <p>(a) availability (either owned or leased or by procurement against mobilization advances) of the following key and critical equipment for this work:</p> <p>Based on the studies, carried out by the Engineer the minimum suggested major equipment to attain the completion of works in accordance with the prescribed construction schedule are shown in the Annexure-I.</p> <p>Availability of the testing equipment required for establishing field laboratory to</p>	<p>Each bidder must upload:-</p> <p>(a) An affidavit regarding Key equipments (Machinery) & Lab equipment as per format in Annexure-I.</p>

		<p>perform mandatory tests e.g. those stated in Appendix to ITB.</p> <p>The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations (detailed) as stated in clause 4.3(1) above to allow the employer to review their proposals. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.</p> <p>(b) Availability for this work of personnel with adequate experience as required; as per Annexure-II.</p>	<p>(b) An affidavit regarding Key technical personnel as per format in Annexure-II.</p>
18	Section-1 ITB Clause-4.7	<p>Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under :</p> <p style="text-align: center;">Assessed Available Bid capacity = $(A * N * 3 - B)$</p> <p style="text-align: center;">Where</p> <p>A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the year indicated in Appendix) taking into account the completed as well as works in progress.</p> <p>N = Number of years prescribed for completion of the works for which bids are invited.</p> <p>B = Value (updated to the price level of the year indicated in Appendix) of existing commitments and on-going works to be completed during the next..... years (period of completion of the works for which bids are invited)</p>	<p>Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value excluding Five Year Maintenance Cost. The available bid capacity will be calculated as under :</p> <p style="text-align: center;">Assessed Available Bid capacity = $(A * N * M - B)$</p> <p style="text-align: center;">Where</p> <p>A = Maximum value of civil engineering works executed in any one year during the last five financial years {updated @8% per year to the price level of the preceding financial year in which bids are invited as specified in IFB/NIT}. taking into account the completed as well as works in progress.</p> <p>Ex.- If bid is invited in financial year 2024-25 upto 30th September 2024 then 5 years immediately preceding the year are 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 and indexing will be done upto FY 2022-23.</p> <p>If bid is invited in financial year 2024-25 after 30th September 2024, then 5 years immediately preceding the year are 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24) and indexing will be done upto FY 2023-24.</p> <p>N = Number of years prescribed for completion of the works for which bids are invited (Period up to 6 months to be taken as ½ and more than 6 months as 1 in a year).</p> <p>M=3</p> <p>B = Value of existing commitments and on-going works to be completed during the period of completion of construction work for which bids are invited.</p>

		Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.	Note: The statements must show the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works undertaken by the bidder.																														
19	Section-1 ITB Clause-8.2	One copy of each of the volumes I, II, III and IV will be issued to the bidder Documents to be furnished by the bidder in compliance to section 2 will be prepared by him and furnished as Volume-V in two parts (refer clause 12).	The bid document is available online on the website http://www.pmgstenders.gov.in . The bid document can be downloaded free of cost, however, the bidder is required to submit cost of bid document online.																														
20	Section-1 ITB Clause-12.1	<p>The bid to be submitted by the bidder as Volume V of the bid document (refer Clause 8.1) shall be in two separate parts;</p> <p>Part I shall be named "Technical Bid" and shall comprise</p> <p>(i) Earnest money in the form specified in Section 8</p> <p>(ii) Qualification Information and supporting documents as specified in Section- 2</p> <p>(iii) Certificates, undertakings, affidavits as specified in Section 2</p> <p>(iv) Any other information pursuant to Clause 4.2 of these instructions</p> <p>(v) Undertaking that the bid shall remain valid for the period specified in Clause 15.1</p> <p>(vi) An affidavit affirming the information be has furnished in the bidding document is correct to the best of his knowledge and belief.</p> <p>Part II shall be named "Financial Bid" and shall comprise</p> <p>(i) Form of Bid as specified in Section 6</p> <p>(ii) Priced Bill of Quantities for items specified in Section 7</p>	<p>The Bid submitted by the Bidder shall be in two separate parts:</p> <p>Part I shall be named Technical Bid and shall comprise of:</p> <p>(i) Earnest money in the form specified in clause 16 of ITB.</p> <p>(ii) Qualification Information and supporting documents as specified in Section- 2</p> <p>(iii) Certificates, undertakings, affidavits as specified in Section 2 and appendix to ITB.</p> <p>(iv) Any other information pursuant to Clause 4.2 & 4.3 of these instructions</p> <p>(v) Undertaking that the bid shall remain valid for the period specified in Clause 15.1</p> <p>(vi) An affidavit affirming the information the bidder has furnished in the bidding document is correct to the best of his knowledge and belief.</p> <p>Part II. It shall be named "Financial Bid" and shall comprise of:</p> <p>(i) Deleted</p> <p>(ii) Priced Bill of Quantities for items specified in Section 7</p>																														
21	Section-1 ITB Clause-12.2	Each part will be separately sealed and marked in accordance with the Sealing and Marketing Instructions in Clause 19.	The documents and details mentioned in clause 12.1 Part I above shall be submitted online on website www.pmgstenders.gov.in . Details and process of online submission of the tender and relevant documents are given in the website mentioned above.																														
22	Section-1 ITB Clause-12.3	Following documents, which are not submitted with the bid, will be deemed to be part of the bid.	Following documents, which are not submitted with the bid, will be deemed to be part of the bid.																														
		<table><tr><th>Section</th><th>Particulars</th></tr><tr><td></td><td>Invitation for Bids (IFB)</td></tr><tr><td>1</td><td>Instructions to Bidders</td></tr><tr><td>3</td><td>Conditions of Contract</td></tr><tr><td>4</td><td>Contract Data</td></tr><tr><td>5</td><td>Specifications</td></tr><tr><td>8</td><td>Drawings</td></tr></table>	Section	Particulars		Invitation for Bids (IFB)	1	Instructions to Bidders	3	Conditions of Contract	4	Contract Data	5	Specifications	8	Drawings	<table><tr><th>Section</th><th>Particulars</th></tr><tr><td></td><td>Invitation for Bids (IFB)</td></tr><tr><td>1</td><td>Instructions to Bidders</td></tr><tr><td>3</td><td>General Conditions of Contract</td></tr><tr><td>4</td><td>Contract Data</td></tr><tr><td>5</td><td>Special Condition of Contract</td></tr><tr><td>6</td><td>Technical Specifications</td></tr><tr><td>9</td><td>Drawings</td></tr></table>	Section	Particulars		Invitation for Bids (IFB)	1	Instructions to Bidders	3	General Conditions of Contract	4	Contract Data	5	Special Condition of Contract	6	Technical Specifications	9	Drawings
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23	Section-1 ITB Clause-15.1	Bids shall remain valid for a period not less than 120 days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to Clause 12.1 (v) and the Form of Bid submitted by the bidder, the latter shall be deemed to stand corrected in accordance with the former and the bidder has to provide for any additional security that is required.	Bids shall remain valid for a period of 180 days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
24	Section-1 ITB Clause-16.1	The Bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in column 4 of the table of IFB for this particular work. This bid security shall be in favour of Employer as mentioned in the Bihar Financial Rules, and shall be in any of the following forms. a. Indian post office term deposit 1 year/ 2 year/ 3 year; National saving Certificate; Kishan Vikash Patra duly endorsed by the Competent Postal authority in Bihar. b. Fixed deposit receipt of a Schedule bank, Fixed deposit receipt should be Valid for six months after last date of receipt of tender and shall be pledged in favour of the department. c. 5 year National Development bond/ State development loan Certificate. d. Unconditional bank guarantee from any scheduled Indian bank issued within the state in the format given in Vol. III (If issued from any bank outside state will be Converted to any bank within the state before executing the agreement.	Bid Security shall be submitted online (PMGSY e-tender online Account-through PMGSY e-tender portal by Internet Banking only). No other form of Earnest Money (Bid Security) will be accepted.
25	Section-1 ITB Clause-16.2	Unconditional bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 45 days beyond the validity of the bid.	Deleted.
26	Section-1 ITB Clause-16.3	Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 and 16.2 above shall be rejected by the Employer as non-responsive.	Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 above shall be rejected by the Employer as non responsive.
27	Section-1 ITB Clause-16.4	The Earnest money of unsuccessful bidders will be returned within 28 days of the end of the bid validity period specified in Sub-Clause 15.1.	The Earnest Money deposited by the non-responsive bidder will be automatically refunded. In case the bid of non-responsive bidder is reconsidered whose EMD has been refunded automatically, will be collected and refunded manually in the shape of Fixed deposit receipt.
28	Section-1 ITB Clause-16.6 (b)	if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 26;	Deleted
29	Section-1 ITB Clause-18	Format and Signing of Bid 18.1 The Bidder shall submit one set of the Technical bid and two set of Financial bid (original & duplicate) comprising of the documents as described in clause 12 of ITB.	Bidding through E-Tendering System: 18.1 The bidding under this contract is electronic bid submission through website www.pmgstenders.gov.in . Detailed guidelines for viewing bids and submission of online bids are given on the website. The Invitation for Bids is published on this website. Any citizen or prospective bidder can log on to this website and view the Invitation for Bids and can view the details

		<p>of works for which bids are invited. The prospective bidder can submit bids online; however, the bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC) in the form of smart card/e- token. The DSC can be obtained from any authorised certifying agencies. The bidder should register in the website www.pmsgytenders.gov.in using the relevant option available. Then the Digital Signature registration has to be done with the e- token, after logging into the site. After this, the bidder can login the site through the secured login by entering the password of the e-token and the user id/ password chosen during registration.</p> <p>After getting the bid schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.</p> <p>18.2 The completed bid comprising of documents indicated in ITB clause 12, should be uploaded on the website given above through e-tendering along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copies of the Bid Document in approved form.</p> <p>18.3 Deleted</p>	<p>18.2 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clause 4.3. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid and a certificate of corrections must be given by the employer.</p> <p>18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.</p>
30	<p>Section-1 ITB -D</p> <p>Section-1 ITB Clause-19</p>	<p>D. SUBMISSION OF BIDS</p> <p>19. Sealing and Marking of Bids</p> <p>19.1 The Bidder shall place three separate envelopes (called as inner envelopes) which shall be marked one as technical bid and two envelope as Financial bid in duplicate. Inside one outer envelope. The envelopes marked "Technical Bid" and "Financial Bid" will have additional markings as follows.</p> <ul style="list-style-type: none"> - Technical Bid : To be opened on _____ (date of Technical Bid opening) in the presence of Evaluation Committee, or authorized person. - Financial Bid: Not to be opened except with the approval of Evaluation Committee. <p>The contents of Technical and Financial Bids will be as specified in clause 12.1</p>	<p>D. ONLINE SUBMISSION OF BIDS</p> <p>Electronic Submission of Bids</p> <p>19.1 The bidder shall submit online two separate files. Part I, marked as Part I: Technical Part and Part II; marked as Part II: Financial Part</p> <p>The contents of the Technical bid and Financial bid shall be as specified in clause 12 of the ITB. All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped. This shall be treated as acknowledgement of bid submission.</p>

		<p>19.2 The inner, outer and separate envelopes containing Technical and Financial Bids shall</p> <p>(a) be addressed to the Employer at the address given in Appendix</p> <p>(b) bear the identification no of contract as indicated in Appendix.</p> <p>(c) provide a warning not to open before the specified time and date for bid opening as specified in ITB.</p> <p>19.3 In addition to the identification required in Sub-Clause 19.1 and 19.2, each of the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 21, or if Evaluation Committee declares the bid as non responsive pursuant to Clause 23.</p> <p>19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.</p>	<p>19.2 Deleted</p> <p>19.3 Deleted</p> <p>19.4 Deleted</p>
31	Section-1 ITB Clause-20.1	<p>Complete Bids (including Technical and Financial) must be received by the Employer at the address specified above not later than the date indicated in appendix. In the event of the specified date for the submission of bids have declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.</p>	<p>Complete Bids in two parts as per clause 19 above must be submitted by the Bidder online not later than the date and time indicated in the Appendix to ITB/Notice Inviting Tender.</p>
32	Section-1 ITB Clause-21	<p>Late Bids</p> <p>21.1 Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the bidder.</p>	<p>Modification/ Withdrawal/Late Bids</p> <p>21.1 The electronic bidding system would not allow any late submission of bids after due date and time as per server time.</p> <p>21.2 Bidders may modify their bids by uploading their request for modification before the deadline for submission of bids. For this, the bidder need not make any additional payment towards the cost of tender document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. The bidders may withdraw his bid by uploading their request before the deadline for submission of bids; however, if the bid is withdrawn, the re-submission of the bid is not allowed.</p> <p>21.3 No bid shall be modified or withdrawn after the deadline of submission of bids.</p> <p>21.4 Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of</p>

			bid validity specified in clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid Security pursuant to Clause 16.
33	Section-1 ITB Clause-22.1	The Employer or their authorized representative will open all the Bids received (except those received late), in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in Appendix in the manner specified in Clause 20 and 22.3. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day. Even in the case of absence of the bidder at the time of opening of bids, department will proceed a head with the opening.	The Employer inviting the bids or its authorised representative will open the bids online and this could be viewed by the bidders also online. In the event of the specified date for the Opening of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time on the next working day.
34	Section-1 ITB Clause-22.2	If any of the tenderers or their agents are not present at the time of opening, the employer will open the tender in their absence and prepare a statement and that will be binding on the absent tenderers.	The file containing the Part-I of the bid will be opened first.
35	Section-1 ITB Clause-22.3	The envelope containing "Technical Bid" shall be opened. The amount, form and validity of the Earnest money furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the Invitation for Bid (ref. Column 4 and paragraph 3), and has not been furnished in the form specified in Clause 16, the remaining technical bid and the sealed financial bid will be returned to the bidder.	In all cases, the amount of Bid Security, cost of bid documents, and the validity of the bid shall be scrutinized. Thereafter, the bidders' names and such other details as the Employer may consider appropriate, will be notified as Part-I bid opening summary by the Authority inviting bids at the online opening. A separate electronic summary of the opening is generated and kept on-line.
36	Section-1 ITB Clause-22.4	<p>(i) Subject to confirmation of the bid security by the issuing Bank, the bids accompanied with valid security will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part I of the bid pursuant to Clause 12.1.</p> <p>(ii) After receipt of confirmation of the bid security, the bidder will be asked in writing (usually within 10 days of opening of the Technical Bid) to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects.</p> <p>(iii) The bidders will respond in not more than 7 days of issue of the clarification letter.</p>	<p>(i) The Employer will also prepare minutes of the Bid opening, including the information disclosed in accordance with Clause 22.3 of ITB and upload the same for viewing online.</p> <p>(ii) Evaluation of Part-I of bids with respect to Bid Security, qualification information and other information furnished in Part I of the bid in pursuant to Clause 12.1 of ITB, shall be taken up and completed as far as possible within five working days of the date of bid opening, and a list will be drawn up of the qualified bidders whose Part- II of bids are eligible for opening.</p> <p>(iii) The result of evaluation of Part-I (Technical Bid) of the Bids shall be made public on e- procurement systems following which there will be a period of five (5) working days during which bidders, who participated in the bid, may submit complaint which may be considered for resolution before opening Part- II (Financial</p>

		<p>(iv) Immediately (usually within 3 to 4 days), on receipt of these clarifications the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.</p>	<p>Bid) of the bid. Any complaint received from bidders beyond five (5) working days from the date of result of Technical Bid shall not be entertained. Any complaint shall be on Affidavit with supporting evidence. Complaint without supporting evidence and Affidavit shall not be entertained.</p> <p>(iv) The Employer shall inform the bidders, who have qualified during evaluation of Part I of bids, of the date, time of online opening of Part II of the bid, if the specified date of opening of financial bid is changed. In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time on the next working day.</p>
37	Section-1 ITB Clause-22.5	At the time of opening of "Financial Bid", the names of the bidders found responsive in accordance with Clause 23.4(iv) will be announced. The bids of only these bidders will be opened. The remaining bids will be returned to the bidders unopened. The responsive Bidders' names, the Bid prices, the total amount of each bid, any discounts, Bid Modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any Bid price or discount, which is not read out and recorded, will not be taken into account in Bid Evaluation.	Part II of bids of only those bidders will be opened online, who have qualified in Part I of the bid. The bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be notified online by the Employer at the time of bid opening.
38	Section-1 ITB Clause-22.7	The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 22.5	The Employer shall prepare the minutes of the online opening of Part-II of the Bids and upload the same for viewing online.
39	Section-1 ITB Clause-24.1	To assist in the examination, evaluation and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 26.	Deleted.
40	Section-1 ITB Clause-24.2	Subject to sub-clause 24.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.	No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
41	Section-1 ITB Clause-26	<p>Correction of Errors</p> <p>26.1 "Financial Bids" determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:</p> <p>(a) where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and</p> <p>(b) where there is a discrepancy between the</p>	Deleted.

		<p>unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.</p> <p>26.2 The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:</p> <p>(a) If the Bid price increases as a result of these corrections, the amount as stated in the bid will be the 'bid price' and the increase will be treated as rebate;</p> <p>(b) If the bid price decreases as a result of the corrections, the decreased amount will be treated as the 'bid price'</p> <p>Such adjusted bid price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Earnest money may be forfeited in accordance with Sub-Clause 16.6(b).</p>	
42	Section-1 ITB Clause-27.2	<p>In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:</p> <p>(a) making any correction for errors pursuant to Clause 26; or</p> <p>(b) making an appropriate adjustments for any other acceptable variations, deviations.</p>	<p>In evaluating the bids, the Employer will determine for each Bid, the evaluated Bid price by adjusting the bid price through making an appropriate adjustment for any other acceptable variation, deviations or price modifications offered in accordance with sub- clause 21 of ITB.</p>
43	Section-1 ITB Clause-27.4	<p>If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 31 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.</p>	<p>If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the performance security be increased as per the notification no. 447(s) dated 16-01-2020 issued by the Road Construction Department, Government of Bihar and RWD letter no 292(we), dated-17.01.2020 at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.</p>
44	Section-1 ITB Clause-30.1	<p>The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the General Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the</p>	<p>The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the General Conditions of Contract called the "Letter of Acceptance") will state the sum that the</p>

		Contract (hereinafter and in the Contract called the "Contract Price").	Employer will pay the Contractor in consideration of the execution, completion and the routine maintenance of the Works for five years by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
45	Section-1 ITB Clause-30.3	The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder, after the performance security is furnished.	The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer or duly authorized representative of the employer (i.e. Executive Engineer of Concerned Works Division) and the successful Bidder, after the performance security is furnished.
46	Appendix to ITB Sl. No.-14	Bids may be submitted only in any one of the following Percentage Rate Method/Item Rate Method	Bids may be submitted only in Percentage Rate Method.
47	Appendix to ITB Sl. No.-18	The Bank Draft in favour of _____ Payable at _____	Deleted.
48	Appendix to ITB Sl. No.-19	Escalation factors (for the cost of works executed and financial figure to a Common base value for works completed) <div style="display: flex; justify-content: space-between;"> <div>Year before</div> <div>Multiply factor</div> </div> <div style="display: flex; justify-content: space-between;"> <div>One</div> <div>1.1</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Two</div> <div>1.21</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Three</div> <div>1.33</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Four</div> <div>1.46</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Five</div> <div>1.61</div> </div>	Deleted.
49	Appendix to ITB Sl. No.-20	Bids will be submitted in Item Rate/Percentage Rate (Delete which is not applicable)	Bids will be submitted in Percentage Rate.
50	QUALIFICATION INFORMATION Clause-1.10	Name, address and telephone, telex and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.	Deleted.
51	CLAUSE OF CONTRACT Clause- 2A (Incentive for early completion)	In case, the contractor completes the work ahead of scheduled completion time, a bonus @1% (one percent) of the tendered value per month computed on per day basis, shall be payable the contractor, subject to a maximum limit of 5% (five percent) of the tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2A shall be applicable only when so provided in 'Schedule F'.	Deleted.
52	CLAUSE OF CONTRACT Clause- 25 (Settlement of Disputes and Arbitration)	Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in-before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right matter or thing whatsoever in any way arising out of or relating to contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the	As per notification no- 7435(s), dated-14.08.2019 of RCD, Bihar, Patna, "The Settlement of disputes and arbitration shall be done in accordance with the provisions made in Bihar Public Works contracts disputes arbitration tribunal Act, 2008."

same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

i) If the contractor considered any work demanded of him to be outside the requirements of the contract, or dispute any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 7 days request the Superintending Engineer in writing for written instruction or decision. Thereupon, the Superintending Engineer shall give his written instructions or decision within a period of fifteen days from the receipt of the contractor's letter.

If the Superintending Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer, the contractor may, within 15 days of the receipt of Superintending Engineer's decision, appeal to the Chief Engineer who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Engineer shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with this decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Chief Engineer for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above disputes or difference shall be referred for adjudication through arbitrator appointed by Engineer-in-Chief or the administrative head of the said P.W.D. If the arbitrator so appointed is unable or unwilling to act or resign his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chief Engineer of the appeal.

It is also a term of this contract that no person other than a person appointed by such Engineer-in-Chief or the administrative head of the department as aforesaid should act as arbitrator and if for any reason that is not possible, the



		<p>matter shall not be referred to arbitrator at all.</p> <p>It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 45 days of receiving the intimation from the Engineer-in-Charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Government shall be discharged and released of all liabilities under the contract in respect of these claims.</p> <p>The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.</p> <p>It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.</p> <p>It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.</p> <p>All arbitration shall be held at PATNA and at no other place.</p>	
53	Section 8	BID Security (Bank Guarantee Unconditional) Format.	Deleted
54	PROFORMA OF SCHEDULES Clause 5 (Schedule F of contract Data)	<p>Authority to give fair and reasonable Extension of time for completion of Work.</p> <p>Executive Engineer, in case of repair work. Superintending Engineer/Chief Engineer in case of original work as per limit. Engineer-in-Chief in case of work where price escalation is allowed.</p>	<p>Authority to give fair and reasonable Extension of time for completion of Work.</p> <p>For Works costing upto rupees 3.5 crore Chief Engineer</p> <p>For Works costing more than rupees 3.5 crore- Departmental Tender Committee.</p>

ANNEXURE-I

List of Key Plant & Equipment to be deployed on ROAD Work [Reference Cl. 4.5 (B) (a)]

Sl.	Type of Equipment*	Max *** age as on (Years)	Road Contract Package Size **				
			Within one crore	Rs. 1-5 Crores	Rs. 5-30 Crores	Rs. 31-50 Crores	Above 50 Crores
1.	Motor Grader	5	As per the decision of Engineer- in-Charge concerned	1	1	3	5
2.	Dozer	5			1	1	2
3.	Front end Loader	5			1	2	3
4.	Smooth Wheeled Roller	5		1	2	2	3
5.	Vibratory Roller	5		1	1	1	2
6.	Fully Computerized Hot Mix Plant With Electronic Controls	5		1 (Min. 40- 60 TPH capacity)	1 (Min. 80- 100 TPH capacity)	1 (Min. 100-120 TPH capacity)	2
7.	Paver Finisher with Electronic Sensor	5		1 (Mechani- cal)	1	1	2
8.	Water Tanker	5		1	2	3	4
9.	Bitumen Sprayer	5-7		1	1	1	2
10.	Tandem Roller	5			1	2	2
11.	Concrete Mixes with integral Weigh Batching facility.	5		1 (Drum mixer)	1	1	1
12.	Concrete Batching and Mixing Plant (Minimum Capacity— 15m ³ /hour)	5			-	-	1
	Total—			8	13	18	29

* To be decided by the concern department before floating the tender.

** On the basis of nature of Construction work list of key plant & Equipments will be decided.

*** Life of machine minus two years or 5 years on whichever is more.

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ANNEXURE-I

List of Key Plant & Equipment to be deployed on Road & Bridge Work [Reference Cl. 4.5 (B) (a)]

Affidavit

1. I, the undersigned, do hereby certify that if the contract for the work namely,.....is awarded then I shall provide necessary document in support of ownership/ lease/ hire for the following key equipment (Machinery) & Lab equipment before Agreement:

(i) For Road Work

Sl. No.	Equipment Type an Characteristics	Minimum Number Required
1	10 ton Tipper truck	2
2	Hot mix plant	1
3	Hydrostatic Paver finisher	1
4	Loader / back hoe (0.5m ³ bucket)	1
5	Water Tanker	1
6	Excavator (0.75 m ³ bucket)	1
7	Bitumen distributor(2000litre)	1
8	Vibratory roller	1
9	Smooth wheeled roller 8 to10Ton	2
10	Tandem Roller	1
11	Plate Vibrator	1
12	Emulsion sprayer	1
13	Tractor/ Rubber Tired Dozer with adjustable Back Blade/grader	3
14	Power broom or Tractor Mounted Compressor	1
15	Generator250KVA	1
16	Concrete mixer 0.4/0.28Cum	2
17	Needle Vibrator	2

(ii) For Bridge Work (Length more than 15 Meter)

Sl. No.	Equipment Type an Characteristics	Minimum Number Required
1	RMC Plant/Batch Mix Plant	1
2	Transit Mixer	1
3	Concrete Pump	1
4	Needle Vibrator	2
5	Plate Vibrator	2
6	Loader	1
7	Hydra	1
8	Excavator	1
9	JCB	1
10	Drilling Rig Machine (For Pilling. if required)	1
11	Water Tanker	1
12	Total Station	1
13	Welding Machine	1
14	Gas Cutter	1
15	Steel Bending Machine	1
16	Steel Cutter	1
17	Hywa	1
18	De Watering Pump	1
19	Strip level Machine	1
20	Piling Machine (Piling Machine if required)	1
21	Shuttering/Formwork/Staging Materials	1
22	Concrete mixer	1

23	Girder Launching Crane (For Precast Girder)	1
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(iii) Name of the Equipment for field testing Laboratory for Road (as per IS Standards)

Sl. No.	Equipment Type an Characteristics
1	I.S. Sieve sets for coarse and fine aggregates
2	Weighing Balance
3	Thermometers
4	Core Cutter and sand replacement equipment
5	Rapid Moisture meter
6	Bitumen Extraction Test Apparatus
7	LL & PL testing apparatus
8	Standard Procter density test apparatus.
9	Camber Board
10	Straight edge
11	Oven
12	Other as required for works of this magnitude.

(iv) Name of the Equipment for field testing Laboratory for Bridge (as per IS Standards)

Sl. No.	Equipment Type an Characteristics
1	Cube Mould
2	Drum Mixer
3	CTM
4	Enamel Trey
5	Weight Machine
6	Seives
7	A.I.V. Apparatus
8	FI & EI gauge
9	Pycnommeter
10	Scale/Vernier
11	Sand Equivalent Test Apparatus
12	Temperatures Meter
13	Slum cone Machine
14	Beaker/Bucket
15	Others as required for works of roads and bridges of this magnitude.

2. The undersigned understands and agree that in case of failure to do so the bid security shall be forfeited and award shall be cancelled.
3. The undersigned understands and agree that all necessary items and number of equipment, plant and materials in order to carry out the prescribed works within the required timeframes and specifications shall be provided in addition to the key equipment & lab equipment listed in Para-1 (i to iv) above.

(Signature of the bidder/authorized representative)

Name

Date.....




ANNEXURE-II

List of Key Personnel to be deployed on Contract Works

[Reference Cl. 4.5 (B) (b)]

Sl. No.	Personnel*	Qualification	Contract Package Size						
			Rs. 5-30 Laes	Rs. 30 Laes to 70 Laes	Rs. 70 Laes to 2 Crores	Rs. 2-10 Crores	Rs. 10-30 Crores	Rs. 31-50 Crores	More than 50 Crores
1.	Project Manager	B.E. Civil + 10 Years Exp. (5 years as Manager) or retired E.E.					1 No.	1 No.	1 No.
2.	Site Engineer	B.E. Civil + 07 Years Exp. (3 years in Road Construction) or retired A.E.			1 No.	1 No.	1 No.	2 Nos.	4 Nos.
3.	Plant Engineer	B.E. Mech./Civil + 05 Year Exp. or Dip. Mech + 07 Years Exp. or Retired J.E.				1 No.	1 No.	1 No.	2 Nos.
4.	Quantity Surveyor	B.E. Civil + 05 Year Exp. or Dip. Civil + 07 Years Exp.						1 No.	2 Nos.
5.	Soil & Material Engineer	B.E. Civil + 07 Years Exp.						1 No.	2 Nos.
6.	Survey Engineer	B.E. Civil + 03 Years Exp. or Dip. Civil + 05 Years Exp.						1 No.	2 Nos.
7.	Site Supervisor	Fresh Graduate in Civil or Diploma Civil + 03 Years Exp. or retired I.T.I. Holder.		1 No.	1 No.	1 No.	2 Nos.	3 Nos.	4 Nos.
Total				1	2	3	5	10	17

* The designation and no. of the personnel has to be decided by the department concerned as per the requirement.

ANNEXURE-II

List of Key Personnel to be deployed on Contract Works

[Reference Cl. 4.5 (B) (b)]

Affidavit			
I, the undersigned, do hereby certify that if the contract for the work namely,.....is awarded then I shall deploy and provide necessary document in support of Key personnel to meet the following requirement before Agreement:			
Position	No.	Educational Qualification	Total Work Experience in Road Works (years)
Road Manager	1	Graduate in Civil Engg.	2
Site Engineer	2	Diploma in Civil Engg.	2
Bridge Engineer (if length of Bridge is more than 15m)	1	Graduate in Civil Engg.	5
Works Supervisor	5	Matric or equivalent	3

(Signature of the bidder/authorized representative)

Name

Date.....

NIT Original Provision in SBD

P.W.D. - 1

GOVERNMENT OF BIHAR RURAL WORKS DEPARTMENT NOTICE INVITING TENDER

1. The on the behalf of invites item rate/ percentage rate bids/tenders in electronic tendering system under State Scheme for each of the following works including their maintenance for five years from the eligible and approved contractor registered with State P.W.D./other State P.W.D. & Central Government / PSU or any Agency of National or International repute for each of the following works:

District	Name of work	Estimated cost in Rs./Lakh	Earnest Money	Time allowed for completion in Lakh	Last date and time for application for issue of tender forms	Time and date of opening of tender	Place of sale and submission of tender
1	2	3	4	5	6	7	8

The bidders who download the bidding documents from the internet site would have to pay the cost of bid documents and submit it in a separate envelope marked cost of bidding document downloaded from internet.

Criteria of eligibility for issue of tender document

- 1.1 Issue of Tender to any Contractor registered with Central Government / any State Government or any PSU or an agency of international or national repute may be submitted without the registration. However, registration with the concerned works department will be essential after issue of L.O.A.

Following documents duly attested by gazetted officer and photocopied are required at the time of submission of bid (In case of other State PWD/ CPWD/ any PSU eligible contractors or Agencies of National/ International repute following documents (from a to e) have to be submitted after letter of acceptance):

- Registration paper (renewed) of appropriate class and deptt.
- Latest sales tax clearance/ sales tax registration in State of Bihar.
- Latest labour license (renewed) in State of Bihar.
- Power of attorney/ partnership deed/ MoU of private limited company.
- Bank Draft for B.O.Q. cost.
- Tools & plans ownership/ lease certificate required in aforesaid work duly verified from Divisional Engineer / other State PWD / CPWD Contractor will provide definite proof from appropriate authority for tools & Plant and Undertaking to install it on works site after getting letter of acceptance.

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2. ~~Agreement shall be drawn with the successful tenderer on prescribed Form No. P.W.D. 2/3 which is available as a Govt. of Bihar Publication, Tenderer shall quote his rates as overall percentage above/below the amount of B.O.Q. or item rate as per various terms and conditions of the said form which will form part of the agreement.~~
3. ~~The amount of Estimated Cost or B.O.Q. Cost of the work may vary.~~
4. ~~The earnest money will be applicable on the sanction cost of B.O.Q. only.~~
5. ~~The time allowed for carrying out the work will be from the day after the date of written orders to commence the work or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.~~
6. ~~The site for the work is available.~~

OR

The site for the work shall be made available in parts as specified below :-

7. ~~Receipt of applications for issue of forms will be stopped by 1500 Hrs. two days before the date fixed for opening of tenders. Issue of tender forms will be stopped one day before the date fixed for opening of tenders or as mentioned in press Notice.~~

~~Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the between hours of 11.00 A.M. & 03.00 P.M. from to everyday except on Sunday and Public Holidays. Tender documents, excluding standard form, will be issued from his office during the hours specified above, on payment of the following :-~~

- ~~i) Rs. in Bank Draft as cost of tender.~~
- ~~ii) Earnest Money of Rs. as mentioned in Bihar Financial Rule. For work costing more than one crore, Bank Guarantee from any scheduled bank in the state. (If issued from any bank outside state then it will be converted from any bank within state before executing the work agreement)~~
8. ~~Tenders, which should always be placed in sealed envelope, with the name of work and due date written on the envelopes, will be received by the Dated~~

- ~~(i)~~
- ~~(ii)~~
- ~~(iii)~~

~~up to 3.00 P.M. on and will be opened by him or his authorized representative in his office on the same day at 03.30 P.M.~~

9. ~~The Contractor shall be required to deposit an amount equal to 2% of the tendered value of the work as performance guarantee in including earnest money in the form as mentioned in Bihar Financial Rules. For works costing more than one Crore, bank guarantee is acceptable.~~

10. ~~The description of the work is as follows:-~~

~~Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the above mentioned officer.~~

~~Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tool & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies~~

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that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

11. ~~Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.~~
12. ~~The competent authority on behalf of Governor of Bihar reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall bound to perform the same at the rate quoted.~~
13. ~~The contractor shall not be permitted to tender for works in the RWD Division wing (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the RWD. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.~~
14. ~~No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Bihar is allowed to work as a contractor for a period of two years after his retirement from Government service, without the previous permission of the Government of Bihar in writing. This contract is liable to be cancelled if either the contractor or any of his employee is found any time to be such a person who had not obtained the permission to the Government of Bihar as aforesaid before submission of the tender or engagement in the contractors service.~~
15. ~~The tender for the works shall remain open for acceptance for a period of 120 days from the date of opening of tenders. 180 days after deadline date of bid submission. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 100 % of the said earnest money as aforesaid.~~
16. ~~The Department has right to cancel or postpone any work without given any notice or clarification.~~
17. ~~The Department may add or delete any of the condition required for execution of any work.~~
18. ~~This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, the Competent Authority, shall issue the letter of acceptance and will sign the contract within 15 days after submitting the performance guarantee:-~~
 - a) ~~The notice inviting tender, all the documents including additional conditions specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.~~
 - b) ~~Standard P.W.D. Form 2/3~~

4

6

Amended Provision in SBD

(For Publishing in News Paper)

Govt. of Bihar Rural Works Department

Notice Inviting Tender (No.-RWD/-----)/HQ/ET/...../20__-__

(Through e- Procurement mode only on <http://pmgsytendersbih.gov.in>)

The -----, Rural Works Department, on behalf of Governor of Bihar invites, SBD based Percentage rate **Tender** in electronic tendering system under State Scheme ----- for each of the following works including their maintenance for five years from the eligible and approved Contractors registered with RWD/RCD/CPWD/MES /Railways/Other State/Central Govt. departments.

Sl. no	Name of District	Works Division Name	Description of the Works	Length (in Km/m)	Construction Cost (in Lakh)	Maintenance Cost (in Lakh)	Total Estimated Cost (in Lakh)	Amount of Earnest money in Online Mode (in Lakh)*	Cost of B.O.Q. in Online Mode (Non-Refundable) in Rs.
1	2	3	4	5	6	7	8	9	10

* The 2 % Earnest Money will be applicable on the sanction cost of B.O.Q only.

Date and Time for Downloading of Bidding Documents : From ----- (09:30 AM) to ----- (12:00 Noon)

Last date and Time of Online Bid Submission (including Scanned copy of Affidavits) : ----- up to 15:00 Hours.

Online Bid Opening Date and Time : ----- at 15:30 Hours.

Place, date and time of Pre-Bid Meeting (Office of Respective Works Circle, RWD) : ----- from 15:00 Hours.



1. The Total Estimated Cost and Earnest Money is indicative and the actual amount of Earnest Money will be as per uploaded BOQ. Cost of Bid Document (non-refundable) is Rs.10,000.00 for Bids costing more than Rs. 50 lakh and Rs. 5000 for Bids costing Rs. 15 lakh to Rs. 50 lakh and Earnest Money will be submitted online (PMGSY e-tender online Account-through PMGSY e-tender portal by Internet Banking only). All concerned please note that the bidding process will not move onward if the Bid Document's Cost (Tender Fee) and Earnest Money is not paid through PMGSY e-tender portal by Internet Banking. No other form of Bid Document cost and Earnest Money will be accepted. In case the bid of non-responsive bidder is reconsidered whose EMD has been refunded automatically, will be collected and refunded manually in the shape of Fixed deposit receipt.

2. Bidders can access tender documents on the website <http://pmgsytendersbih.gov.in> and submit the completed tender documents in electronic form on the website itself. Bidders shall upload scanned copies of all required papers and certificates as required in the eligibility criteria. All papers uploaded will be treated as digitally signed. The scanned copies should be of original

papers and certificates. If any uploaded paper found forged and fabricated, then appropriate action will be taken against the bidder as per clause 33 of ITB and clause 11 of "Bihar Contractor Registration Rule (Rural Works Department) 2007".

3. Before uploading tenders, bidders are advised to go through the conditions of the SBD uploaded with tender document. Evaluation of bid will be done on the basis of uploaded papers/certificates only. Bidders are not required to submit hard copy of any paper/certificate after online submission of bid for qualification.
4. Detailed NIT can be seen on website <http://pmgsytendersbih.gov.in> and www.rwdbihar.gov.in.
5. Details of tender related information can be viewed/ downloaded from the website <http://pmgsytendersbih.gov.in>. Interested Bidders will have to register with their DSC (Digital Signature Certificate) in the web site <http://pmgsytendersbih.gov.in>.

(-----)
Name & Post of Advertiser.

Notice Inviting Tender
Section-1
General Instruction to Bidder

1. Eligible and approved Contractors registered with RCD/CPWD/MES /Railways/Other State/Central Govt. departments may participate in bidding process but registration with Rural Works Department, Bihar will be essential after issue of LOA.
Following documents are required to be uploaded at the time of online submission of bid (In case of other State PWD/ CPWD/ any PSU eligible contractors or Agencies of National/ International repute following documents (from a to b) have to be submitted after letter of acceptance).
 - (a) Registration paper (renewed) of appropriate class and deptt.
 - (b) Latest GST registration in State of Bihar.
 - (c) Registration with Employees Provident Fund Organization under EPF and Miscellaneous Provisions Act, 1952.
 - (d) Power of attorney/ partnership deed/ MoU of private limited company.
 - (e) Each bidder must Produce an affidavit as per format in ANNEXURE-I of ITB (SBD) for availability of construction equipment and Lab equipment either owned, or on lease or on hire.
 - (f) Each bidder must produce an affidavit for availability of Key Personnel as per format in ANNEXURE-II of ITB (SBD).
2. The amount of Estimated Cost or B.O.Q. Cost of the work may vary.
3. The earnest money will be applicable on the sanction cost of B.O.Q. only.
4. Time allowed for completion of each bridge having length upto 30m, is 12 months, including the rainy season. If the length of bridge is more than 30m and upto 50m then time of completion will be 18 months and for bridges having length more than 50m, time of completion will be 24 months from date of issue of LOA. In case of roads, time of completion will be 9 months for length less than 1 Km and 12 months for road length from 1 km and above.
5. The site for the work is available.
6. Earnest money will be accepted in only online mode (e-payment mode). No other forms of Earnest Money (Bid Security) will be accepted. The Earnest Money deposited by the non-responsive bidder will be automatically refunded. In case the bid of non-responsive bidder is reconsidered whose EMD has been refunded automatically, will be collected and refunded manually in the shape of Fixed deposit receipt only.
7. The Contractor shall be required to deposit an amount equal to 2% of the tendered value of the work as performance guarantee in including earnest money in the form as mentioned in Bihar Financial Rules. For works costing more than one Crore, unconditional bank guarantee is acceptable. Bank guarantee shall be issued from any scheduled Indian Bank within the State.
8. The description of the work is as follows:-
Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the concerned Executive Engineer.
Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tool & plants, water, electricity access, facilities for workers and all other services required for executing the work unless

otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

9. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
10. The competent authority on behalf of Governor of Bihar reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall bound to perform the same at the rate quoted.
11. The contractor shall not be permitted to tender for works in the RWD Division wing (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the RWD Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
12. No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Bihar is allowed to work as a contractor for a period of two years after his retirement from Government service, without the previous permission of the Government of Bihar in writing. This contract is liable to be cancelled if either the contractor or any of his employee is found any time to be such a person who had not obtained the permission to the Government of Bihar as aforesaid before submission of the tender or engagement in the contractors service.
13. The tender for the works shall remain open for acceptance for a period of 180 days after deadline date of bid submission. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 100 % of the said earnest money as aforesaid.
14. The Department has right to cancel or postpone any work without given any notice or clarification.
15. The Department may add or delete any of the condition required for execution of any work.
16. Bidders shall attach scanned copies of all required papers and certificates as required in the eligibility criteria. All papers uploaded will be treated as digitally signed. The scanned copies should be of the original papers and certificates. If any uploaded paper found forged and fabricated, then appropriate action will be taken against bidder as per clause 33 of ITB and clause 11 of "Bihar Contractor Registration Rule (Rural Works Department) 2007".
17. Corrigendum/ Addendum, if any will be published on the website itself.
18. Before uploading tenders, bidders are advised to go through the conditions of the SBD uploaded with the tender document. Wherever in the SBD, reference to bid security and cost of bid document is made the meaning is online payment instead of demand draft or any other instruments mentioned anywhere in the bid document.
19. The bidders should satisfy themselves of visibility of the scanned and uploaded file.
20. No claim shall be entertained on account of disruptions of internet service being used by bidder. Bidders are advised to upload their bids well in advance to avoid last minute technical snags.
21. RWD letter no- 4842, dated-14-11-2014 will be applicable for Tender evaluation.

22. As per Notification No- 447(s) dated 16-01-2020 issued by the Road Construction Department, Government of Bihar and RWD letter no- 292 dated 17-01-2020, it is to amend that in the percentage rate tenders, the maximum lower limit of the rate quoted by the tenderer is herewith deleted. Now there is no lower limit of rate (quoted).
23. The tenderer is liable to submit Additional Performance Guarantee for the unbalanced bid as per notification no. 447(s) dated 16-01-2020 issued by the Road Construction Department, Government of Bihar and RWD letter no 292(we), dated-17.01.2020.
24. As per letter No.-4192 dated: 29.07.2024 of RWD, Govt. of Bihar, successful bidder has to submit character certificate before the agreement of awarded work.
25. As per Department Letter No.-511(E) Patna dated 29.01.2020, all affidavits uploaded in tender documents must have 25 rupees stamp of advocate welfare fund.
26. Attachment of seek reference from Bidder's Bankers is not necessary.
27. Each bidder is required to furnish information on prescribed Performa Section-2 Qualification Information of the Bidders required for evaluation of the bid.
28. As per clause no. 3.3 of section 1 (ITB) of the SBD, it is mandatory for bidders to upload an affidavit to the effect that they have not been declared defaulter or blacklisted by the State Govt./ Central Govt./ Public Undertaking. If such affidavit is subsequently found to be false, their tender shall not be considered and further legal action shall be initiated.
29. GST Clearance Certificate will be required before agreement from the Successful Bidder Only.
30. The undersigned has the right to extend or cancel the tender at any time before award of work without assigning any reason.
31. The result of evaluation of Part-I (Technical Bid) of the Bids shall be made public on e-procurement systems following which there will be a period of five (5) working days during which bidders, who participated in the bid, may submit complaint which may be considered for resolution before opening Part- II (Financial Bid) of the bid. Any complaint received from bidders beyond five (5) working days from the date of result of Technical Bid shall not be entertained. Any complaint shall be on Affidavit with supporting evidence. Complaint without supporting evidence and Affidavit shall not be entertained.
32. Following points are to be followed for H.L Bridges having Pile Foundations:-
 - (i) Pile integrity test, Ultrasonic Pulse Velocity Test and Dynamic Pile Load Test shall also be required to be done for ensuring the strength and quality of concrete cast during execution and forms part of Quality Assurance by the contractor. Thus, the cost towards this end needs to be included in the bid by the bidder.
 - (ii) Acceptance load test on one span before opening to traffic to observe the overall behavior of the structure is required by the bidder. The cost towards this end needs to be included in the bid by bidder.
33. Audit reports (issued after 30.6.2019) uploaded by bidders must have UDIN (Unique document identification number) ,otherwise it will not be considered in evaluation of Bid.
34. There is no provision of Bonus/ Incentive in this work.
35. As per RCD notification no. 7435 (S) Dt. 14.08.2019 in exercise of the powers conferred under Article 166 (3) of the constitution of India, the Governor of Bihar is pleased to Substitute Contract Clause 25 of State SBD (Standard Bidding Document) by the following with effect from the date of its publication in the official gazette :-

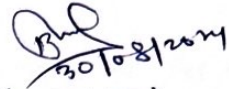
"Contract Clause-25 Settlement of Disputes and Arbitration- The Settlement of Disputes and Arbitration shall be done in accordance with the provisions made in Bihar Public Works contracts Disputes Arbitration Tribunal Act, 2008."
36. This Notice Inviting Tender and all the documents including additional conditions specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto, shall

form a part of the contract document. The successful tenderer/contractor, the Competent Authority, shall issue the letter of acceptance and will sign the contract within 15 days after submitting the performance guarantee.

37. It is a part of Notice Inviting Tender (No.-RWD/-----)/HQ/ET/...../20__-__


(-----)
Name & Post of Advertiser.

प्रस्ताव पर माननीय विभागीय मंत्री का अनुमोदन प्राप्त है।
यह आदेश तत्कालिक प्रभाव से लागू होगा।



(भगवत राम)

अभियंता प्रमुख-सह-अपर
आयुक्त-सह-विशेष सचिव

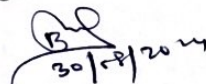
ज्ञापांक:- BRRDA(HQ)MMGSY-428/24 1175 /पटना, दिनांक:- 31/8/24
प्रतिलिपि:- महालेखाकार, बिहार, पटना को सूचनार्थ एवं आवश्यक कार्यार्थ प्रेषित।


अभियंता प्रमुख-सह-अपर
आयुक्त-सह-विशेष सचिव

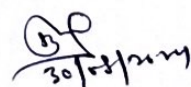
ज्ञापांक:- BRRDA(HQ)MMGSY-428/24 1175 /पटना, दिनांक:- 31/8/24
प्रतिलिपि:- अभियंता प्रमुख, ग्रामीण कार्य विभाग, बिहार, पटना/सभी मुख्य अभियंता, ग्रामीण कार्य विभाग/सभी अधीक्षण अभियंता, ग्रामीण कार्य विभाग/सभी कार्यपालक अभियंता, ग्रामीण कार्य विभाग/मुख्यालय स्थित सभी राजपत्रित पदाधिकारियों को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।


अभियंता प्रमुख-सह-अपर
आयुक्त-सह-विशेष सचिव

ज्ञापांक:- BRRDA(HQ)MMGSY-428/24 1175 /पटना, दिनांक:- 31/8/24
प्रतिलिपि:- सभी प्रधान सचिव/सभी सचिव/सभी विभागाध्यक्ष/सभी प्रमण्डलीय आयुक्त/सभी जिला पदाधिकारी को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।


अभियंता प्रमुख-सह-अपर
आयुक्त-सह-विशेष सचिव

ज्ञापांक:- BRRDA(HQ)MMGSY-428/24 1175 /पटना, दिनांक:- 31/8/24
प्रतिलिपि:- मुख्य सचिव/विकास आयुक्त/सभी अपर मुख्य सचिव, बिहार के आप्त सचिव को सूचनार्थ समर्पित।


अभियंता प्रमुख-सह-अपर
आयुक्त-सह-विशेष सचिव



ज्ञापांक:- BRRDA(HQ)MMGSY-428/24

1175

/पटना, दिनांक:- 31/8/24

प्रतिलिपि:- माननीय मंत्री, ग्रामीण कार्य विभाग के आप्त सचिव को सूचनार्थ समर्पित।



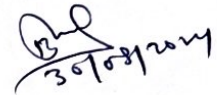
अभियंता प्रमुख-सह-अपर
आयुक्त-सह-विशेष सचिव

ज्ञापांक:- BRRDA(HQ)MMGSY-428/24

1175

/पटना, दिनांक:- 31/8/24

प्रतिलिपि:- आई0 टी0 मैनेजर, ग्रामीण कार्य विभाग, बिहार, पटना को सूचनार्थ एवं
विभागीय Website पर Upload करने हेतु प्रेषित।



अभियंता प्रमुख-सह-अपर
आयुक्त-सह-विशेष सचिव

