# CHOTANAGPUR LAW COLLEGE

# RANCHI

# STANDARD BIDDING DOCUMENT
# PROCUREMENT OF CIVIL WORKS

## COMPLETE BIDDING DOCUMENT

*Construction of*
*"Academic Building Block II"*
*at CLC Campus in the district of Ranchi.*

FY
2026-27

# Office of the Building Committee
# Chotanagpur Law College, Namkum, Ranchi.
# INVITATION FOR BID (IFB)
# e-Procurement Notice No. 02/2026-27

Letter No.- | Date -

The undersigned, on behalf of the CLC invites item rate bids for the work mentioned in table below from eligible and approved Contractors, registered in appropriate class as civil contractor with any of the Jharkhand State Government Construction Department/Undertaking.

| | | |
|---|---|---|
| 1 | Tender Reference No. | CLC//CIVIL/NIT 02/2026-27 |
| 2 | Name of The Work | Construction of Academic Building Block II at CLC Campus in the district of Ranchi. |
| 3 | Estimated Cost in Rs. | 6,32,22,170.00 |
| 4 | Bid Security in Rs. | 6,35,000.00 |
| 5 | Cost of Tender Document | Rs. 10,000/- (Ten Thousand Only) |
| 4 | Period of Completion | 365 days |
| 5 | Date of Publication of Tender on Website | 23/11/2026 |
| 6 | Last Date/Time of Submission of Bids (offline only) | 08/12/2026 11:00 AM |
| 7 | Place of Submission of Bid | Office of the undersigned, Chotanagpur Law College, Namkum, Ranchi |
| 8 | Date/Time of opening of Bid | 08/12/2026 2:00 PM |
| 9 | Name & Address of office Inviting tender | Chairman, Tender Committee, CLC, Ranchi |
| 10 | Contact Details. | 80924-24123, |

1. Cost of bidding document for a non-refundable fee as indicated shall be submitted in the Form of *Demand Draft Issued in Favour of "Chotanagpur Law College"* Payable at Ranchi.
2. Bids must be accompanied by Security amount as specified for the work in the table above in the form of *Demand Draft Issued in Favour of "Chotanagpur Law College*" Payable at Ranchi.
3. Tenderer(s) shall submit Signed copy of his/her Credit Facility, GSTIN, PAN, Five Years Audited Turnover (CA Certified Turnover with UDIN along with audited financial), Character Certificate (In case of partnership firm, character certificate required all partners), Work Experience, Partnership Deed (with firm registration certificate) or Article of Association / Memorandum, Undertakings, Affidavits & E.P.F. etc.

4. Bids shall be submitted in the office of undersigned in closed and sealed envelope. Bids shall be submitted in Two Envelop System. One sealed envelop for technical bid and one for financial bid and then both the envelops (closed and sealed separately) into one big envelop properly sealed mentioning name of bidder and name of work on the envelop.
5. Submitted documents of successful bidder will be verified with the original before signing the agreement. The successful bidder has to provide the originals to the concerned authority on receipt of such a letter, which will be sent though registered post or speed post or delivered by hand.

झारखण्ड पथ निर्माण विभाग, राँची का संकल्प संख्या 2146(एस) दिनांक 09.09.2020 के आलोक में झारखण्ड लोक निर्माण विभाग संहिता की कंडिका–163(ए) द्वारा कृत प्रावधान को अवक्रमित करते हुए 10 प्रतिशत की न्यूनतम अधिसीमा को समाप्त किया गया है। सम्प्रति 10 प्रतिशत से नीचे के दर की निविदायें अनुमान्य होगी। साथ ही JPWD Code के 163(ए) को डिलीट किया जाता है। 10 (दस) प्रतिशत से न्यून निविदाओं के लिए Additional performance security के क्रम में परिमाण विपत्र की राशि से – (क) 10 से 20 प्रतिशत Below तक की राशि का 20 प्रतिशत तथा (ख) 20 प्रतिशत से अधिक Below की राशि का 30 प्रतिशत अतिरिक्त जमानत का प्रावधान लागू होगा। यह झारखण्ड लोक निर्माण विभाग संहिता के नियम 172(ए) के रूप में समाहित होगा। पूर्व के संहिता/नियम/परिपत्र द्वारा कृत सभी प्रावधान अवक्रमित समझे जायेंगे। वैध एवं समान दर की निविदाओं के मामले में निविदा निष्पादन के प्राधिकार द्वारा पारदर्शी तरीके से लाटरी (Lottery) की पद्धति अपनायी जायेगी। यह प्रावधान झारखण्ड लोक निर्माण विभाग संहिता के कंडिका–163(ई०) के रूप में समाहित होगा तथा उक्त हद तक पूर्व के संहिता/नियम/परिपत्र द्वारा कृत सभी प्रावधान अवक्रमित समझे जायेंगे।

6. Bids of contractors registered / working with CLC, who have delayed start / execution/ completions of any construction work for reasons of delay attributable to them, will be rejected at the time of evaluation of technical bid.

7. Other details can be seen in the bidding documents.

Chairman
Building construction tender committee
Chotanagpur Law College, Ranchi

# Section 1
# INSTRUCTIONS TO BIDDERS (ITB)

### *Section 1: Instructions to Bidders*

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## A. GENERAL

1 Scope of Bid

1.1 The Employer (named in appendix to ITB) invites bids for the construction of works (as defined in these documents and referred to as “the works”) detailed in the table given in IFB.

1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.

1.3 Throughout these bidding documents, the terms ‘bid’ and ‘tender’ and their derivatives (bidder/ tenderer, bid/tender, bidding/tendering, etc.) are synonymous.

2 Source of Funds

2.1 The expenditure on this project will be met from the budget of /allotted to CLC.

3 Eligible Bidders

3.1 This invitation for Bids is open to all bidders.

3.2 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.

4 Qualification of the Bidder

4.1 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary. The proposed methodology should include programme of construction (Primavera / MS Project) backed with equipment planning and deployment duly supported with broad calculations and quality assurance procedures proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion.

4.2 Deleted.

4.3* If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section 2:

(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;

(b) total monetary value of construction work performed for each of the last five years.

(c) experience in works of a similar nature and size for each of the last five years, and details of works underway or contractually committed; and clients who may be contacted for further information on these contracts;

(d) major items of construction equipment proposed to carry out the Contract;

(e) qualifications and experience of key site management and technical personal proposed for Contract;

(f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor’s reports for the past five years;

(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)

(h) undertaking that the bidder will be able to invest a minimum cash up to 25% of contract value of work, during implementation of work.

(i) authority to seek references from the Bidder's bankers;

(j) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;

(k) proposals for subcontracting components of the works amounting to more than 10 percent of the Bid Price **and for all specialized nature of work & new engineering methodology work irrespective of the amount.**

(l) the proposed methodology and programme of construction Prepered in software Primavera / MS Project , 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.2.5 Crore).

4.4 Bids from Joint ventures are not Acceptable.

4.5 **A.** To qualify for award of the contract, each bidder in its name **must** have in the last Five years as referred to in Appendix.

(a) achieved a minimum annual financial turnover (in all classes of civil engineering construction works only) amount indicated in Appendix in any one year (usually not less than one and a half times the estimated cost of the project);

(b) satisfactorily completed as a prime contractor at least: -

(i) Three similar works each of value not less than **Rs 2,52,89,000.00** (40%of estimated value of contract) or

(ii) Two similar works each of value not less than **Rs 3,79,33,000.00** (60%of estimated value of contract) or

(iii) one similar work of value not less than **Rs 5,05,78,000.00** (80% of estimated value of contract) in the last five years);

(c) executed in any one year, the minimum quantities of the following items of work as indicated in Appendix. (usually 50% of the estimated quantity)

- cement concrete (including RCC and PCC) **614.00** cum
- earthwork in excavation **750.00** cum
- Brick work **175.00** cum

*(d) The contractor should possess required valid electrical license/ Authorised Association with Licence Holder for executing the building electrification works and should have executed similar electrical works for a minimum amount as indicated in Appendix in any one work.

*(e) The contractor or his identified sub-contractor should possess required valid license (or Authorised sub-let) 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 work.

***(f)** If the work involves Specialized nature of work/ new type of Engineering methodology, the contractor or his identified sub-contractor or Experienced Vendor of that particular field shall produce Experience Certificate for executing the similar nature of work for the minimum amount as indicated in Appendix in any one work.

**4.5. B. Each bidder should further demonstrate**

(a) availability (either owned or leased/hired or to be bought) of the following key and critical equipment for this work as shown in the Annexure-I

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(C) 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.

(b) Availability for this work of personnel with adequate experience as required; as per Annexure-II.

(c) 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)

To qualify for a package of contracts made up of this and other contracts for which bids are invited in the IFB, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

* Delete, if not applicable.

4.6 Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.5(A) above.

4.7 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:

**Assessed Available Bid capacity = (A*N*2-B)**

where

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.

N = Time of completion (in year) of the scheme as mentioned in N.I.T. For time of completion less than or equal to one year, N shall be taken as 1.

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 **365** days (period of completion of the works for which bids are invited)

*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/ Executive Engineer/Employer.**

4.8. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous bidding for the same work and had quoted unreasonable bid prices**(too High or too Low)** and could not furnish rational justification to the employer.

**5. One Bid per Bidder**

5.1. Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

**6. Cost of Bidding**

6.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

**7. Site Visit**

7.1. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

## B. BIDDING DOCUMENTS

**8. Content of Bidding Documents**

8.1. The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10:

| Section | Particulars | Volume No. |
|---|---|---|
| | Invitation for Bids | I |
| 1 | Instruction to Bidders | |
| 2 | Qualification Information, and other forms | |
| 3 | Conditions of contract | |
| 4 | Contract Data | |
| 5 | Technical Specifications | II |
| 6 | Form of bid | III |
| 7 | Bill of Quantities | |
| 8 | Securities and other forms | |
| 9 | Drawings | IV |
| 10 | Documents to be furnished by bidder | V |
| | | |

8.2. Each of the Volumes I, II, III, IV will be available online on website https://cnlawcollege.ac.in for bidder(s). Documents to be submitted by the bidder(s) in compliance to section 2 will be prepared by him and submitted online as per instruction given in addendum to ITB.

8.3. The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 26 hereof, bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

**9. Clarification of Bidding Documents:**

9.1. A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex, facsimile **and email)** at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification which he received earlier than 15 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

**9.2 pre-bid meeting:**

9.2.1. In case of projects of more than 25 crores the bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in appendix.

9.2.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

9.2.3 The bidder is requested to submit any questions in writing or by cable **(cable as defined in 9.1)** to reach the Employer not later than one week before the meeting.

9.2.4. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.

9.2.5. Non-attendance at the pre-bid meeting will not be a clause for disqualification of a bidder.

**10. Amendment of Bidding Documents**

10.1. Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

10.2. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledged receipt of each addendum in writing or by cable to the Employer. The Employer will assume no responsibility for postal delays.

10.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

## C. PREPARATION OF BIDS

### 11. Language of the Bid

11.1. All documents relating to the bid shall be in the English language.

### 12. Documents Comprising the Bid

The bid to be submitted by:

12.1. The bid shall be submitted by the bidder online as per instruction contained in addendum to ITB.

12.2. The bidder shall submit bid online.

12.3. Following documents, which are not submitted with the bid, will be deemed to be part of the bid.

| Section | Particulars | Volume No. |
|---|---|---|
| | Invitation for Bids(IFB) | Volume I |
| 1 | Instruction to Bidders | |
| 3 | Conditions of Contract | |
| 4 | Contract Data | |
| 5 | Specifications | Volume II |
| 8 | Drawings | Volume IV |

### 13. Bid Prices

13.1. The contract shall be for the whole works as described in Sub-Clause 1.1. based on the priced Bill of Quantities submitted by the Bidder.

13.2. The bidder shall fill in rates in figures only as the rate in words will be generated automatically in the BOQ template. Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

13.3. All duties, taxes, and other levels payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.

13.4.* The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account (For contracts up to 12 months period.)

**OR**

13.4* The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of **Clause 47** of the Conditions of Contract (For contracts more than 12 months period).

### 14. Currencies of Bid and Payment

14.1. The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payment shall be made in Indian Rupees.

### 15. Bid Validity

15.1. Bids shall remain valid for a period not less than 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. In case of discrepancy in bid validity period between that given in the undertaking pursuant to clause 15.1 and the Form of Bid submitted by the bidder, bid shall be rejected.

15.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 16 in all respects.

15.3 Bid evaluation will be based on the bid prices without taking into consideration the above correction.

**16. Bid Security**

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.

16.2. Bid Security is to be submitted in the form DD or Bank FD Pledged in the name of Chotanagpur Law College.

16.2. Deleted

16.3. Any bid not accompanied by an acceptable Bid Security above shall be rejected by the Employer as non-responsive.

16.4. The Bid security of unsuccessful bidders will be returned.

16.5. The Bid security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.

16.6. The Bid security may be forfeited:

(a) if the Bidder withdraws the Bid after Bid opening.

(b) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 27; or

(c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to

(i) sign the Agreement; or

(ii) furnish the required Performance Security.

**17. Alternative proposals by Bidders**

17.1. Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract, basic technical design as indicated in the drawing and specifications. Conditional offer or alternative offers will not be considered in the process of tender evaluation.

**18. Format and Signing of Bid**

18.1 The bidder shall submit the bids as per addendum to instruction to bidder.

18.2. Instruction to Bidders (for SBD contract) to be followed. Bids submitted online has to be digitally signed by the bidder.

18.3 Bidders shall follow the Method of submission of bid as mentioned in Instruction to Bidders (for SBD contract)

## D. SUBMISSION OF BIDS

**19. (A)** Instructions & documents to be furnished for bidding

19.1 Interested bidders can download the bid from the website https://cnlawcollege.ac.in/
19.2 Bidders have to submit their bids in sealed envelope in physical form on or before last date and time at the address mentioned in this document.
19.3 Bids will be opened in the office of the tender inviting authority as per time schedule mentioned in the Invitation for Bids (IFB). First Technical Bid will be opened and evaluated. After approval of technical evaluation financial bid will be opened.
19.4 Bidders have to produce original Demand Draft towards cost of Bid Document & bid security as mentioned in the Invitation for Bids (IFB) to the Building Committee, CLC during the period & time as mentioned in the I.F.B. failing which bid will not be accepted.
19.5 Submitted documents of successful bidder will be verified with the original before signing the agreement. The successful bidder has to provide the originals to the concerned authority.
19.6 The department will not be responsible for delay in online submission of bids due to any reason, what so ever.
19.7 All required information for bid must be filled and submitted.
19.8 Other details can be seen in the bidding documents.

**19. (B) Details of documents to be furnished for bidding**

**1. Copies of the following documents to be submitted in technical bid envelope.**

i. Qualification information and supporting documents as specified in Section-2 of SBD.
ii. Certificates, undertakings, affidavits as specified in Section-2.
iii. Any other information pursuant to Clause-4.2 of ITB.
iv. Undertakings that the bid shall remain valid for the period specified in Clause-15.1 of ITB.

**2. Copies of the following documents to be submitted in financial bid folder.**

I. Form of bid as specified in Section-6
II. Duly filled in & signed BOQ.

**20. Deadline for Submission of the Bids**

20.1. Bidders shall follow the Method of submission of bid as mentioned in Instruction to Bidders (for SBD contract)
20.2. The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. **Late Bids**

21.1 Any Bid received by the Employer after the deadline prescribed in Clause 20 will not be Considered for evaluation.

22. **Modification and Withdrawal of Bids**

22.1. Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 20 or pursuant to Clause 23.
22.2. Bidders shall follow the Method of submission modification & withdrawal of bid as mentioned in Instruction to Bidders (for SBD contract)
22.3. No bid shall be modified after the deadline for submission of Bids except in pursuance of Clause 23.
22.4. Withdrawal or modification of a Bid after the deadline for submission of bids may result in the forfeiture of the Bid security pursuant to Clause 16.

## E. BID OPENING AND EVALUATION

### 23. Bid Opening

23.1 The Employer will open all the Bids submitted including modification made pursuant to Clause 22, in the manner specified in Clause 20 and 23.3. 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.

23.2. Withdrawn bids shall not be opened.

23.3 "Technical bid" shall be opened first. The amount, form and validity of the bid security 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 said bid shall not be opened/ processed further.

23.4.(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.

(ii) After receipt of confirmation of the bid security, the bidder may be asked in writing/e-mail to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects.

(iii) The bidders will respond by e-mail in not more than 3 days of issue of the clarification letter.

(iv) On receipt of these clarifications the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.

23.5. If, as a consequence of the modifications carried out by the bidder in response to sub-clause 23.4, the bidders desire to modify their financial bid, they will submit the modification online before the opening of the financial bid as intimated in the clarification letter (refer sub-clause 23.4).

23.6. 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 remain 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.

23.7. Deleted

23.8. The Employer shall prepare minutes of the Bid opening.

### 24. Process to be Confidential

24.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

### 25. Clarification of Financial Bids

25.1. 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 in writing or online, but no change in the price of substance of the Bid 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 27.

25.2. Subject to sub-clause 25.1, 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 if permitted by the Employer.

25.3. Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the Bidders' bid.

**26. Examination of Bids and Determination of Responsiveness**

26.1. During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications, and drawings.

26.2. A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

26.3. If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

26.4. If any document submitted by the bidder is found fake, tampered, forged or altered in any way or any relevant document or information is suppressed, at any stage of bid evaluation, his bid shall be summarily rejected and it will not be considered for bid decision, moreover, the bidder will be debarred from further bidding.

**27. Correction of Errors**

27.1. "Financial Bids" determined to be substantially responsive will be checked by the Employer for any arithmetical errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in word, the rate in words will govern; and

(b) Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

27.2. The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure and the bid amount adjusted in the following manner:

(a) Bid price increase or decrease as a result of these corrections may alter its standing in bid evaluation in comparison to other bids.

(b) 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;

(c) If the bid price decreases as a result of the corrections, the decreased amount will be treated as the 'bid price'. 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 Bid security may be forfeited in accordance with Sub-clause 16.6(b)

(d) Notwithstanding anything mentioned above, for bid evaluation, Amount quoted in Form of bid shall be considered only.

**28. Deleted.**

**29. Evaluation and Comparison of Financial Bids**

29.1. The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 26.2.

29.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

(a) making any corrections for errors pursuant to clause 27; or

(b) making an appropriate adjustment for any other acceptable variations, deviations; and

(c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 23.6

29.3 The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.

29.4 The estimated effect of the price adjustment conditions under Clause 47 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

29.5 If the Bid on 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, construction cost and schedule proposed. After evaluation of the price analyses, the employer may require that the amount of the performance security set forth in clause 34 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.

29.6 A bid which contains several items in the Bill of Quantities which are unrealistically priced low or high and which cannot be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

**30. Deleted.**

## F. AWARD OF CONTRACT

**1. Criteria of Award**

31.1. Subject to Clause 30, the Employer will award the Contract to the Bidder whose Bid has been determined

(i) to be substantially responsive to the terms and conditions of the bidding documents and who has offered the lowest evaluated Bid Price; and

(ii) to be within the available bid capacity calculated as per Clause 4.7 adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration. In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The contract will in such cases be awarded to the next lowest bidder at his evaluated bid price.

**32. Employer's reserves Right to Accept or Reject any Bid or all Bids along with right to blacklisting for concealing any fact or Incase of the Bidder (By itself or in a Consortium or JV) being found to have been debarred or blacklisted by Union Government or any State Government or any Undertaking /PSU of the Union Government or any State Government.**

32.1. Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected

Bidder or Bidders of the grounds for the Employer's action.

32.2 Bidder would give an undertaking mentioning all the ongoing projects in detail. If it is found that any bidder has not mentioned even one ongoing project the bid will be rejected, if due to this the Bid capacity gets manipulated.

32.3 After Award of contract, if the Bidder is found to have concealed any fact relevant to projects, the employer may blacklist the Bidder or Bidders within 180 days, as below:

i) 3 Years Blacklisting for the Project Cost Rs. 2.50 Crore to Rs. 10.00 Crore
ii) 5 Years Blacklisting for the Project Cost above Rs. 10.00 Crore to Rs. 100.00 Crore
iii) 7 Years Blacklisting for the Project Cost above Rs. 100.00 Crore

**33. Notification of Award and Signing of Agreement**

33.1. The Bidder whose Bid has been accepted will be notified of the award by the employer prior to expiration of the Bid validity period online, confirmed by registered letter. This letter (hereinafter and in the 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 contract (hereinafter and in the contract called the "Contract Price").

33.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 34.

33.3. The Agreement will incorporate all agreements between the Employer or his representative and the successful Bidder. It will be signed by the Employer or his representative and sent to the successful Bidder, within 28 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer/ Employer's representative.

33.4. Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

**34. Performance Security**

34.1. Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance security in any of the forms given below for an amount equivalent to 2% of the Contract price plus additional security for unbalanced Bids in accordance with clause 29.5 of ITB and Clause 52 of Conditions of Contract:
A bank guarantee from any of the branches of a Scheduled Bank situated within **territory of India** the form given in Section 8; or Certified Cheque/Bank Draft as indicated in Appendix.

34.2. If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued from any of the branches of a Scheduled Bank situated within **territory of India.**

34.3. Failure of the successful Bidder to comply with the requirements of Sub-Clause 32.1 shall constitute grounds for cancellation of the award and forfeiture of the Bid Security.

**35. Deleted**

**36. Deleted.**

**37. Corrupt or Fraudulent Practices**

37.1. The Employer will reject a bid proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with National Highways Authority of India/State PWD and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or in execution.

37.2. Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 23.2 and Sub-Clause 59.2 of the Conditions of Contract.

**38. Legal Jurisdiction**

38.1 No arbitration is allowed in matters regarding tender/ execution of works. Competent Authority to entertain, consider and decide all legal disputes relating to tender and execution of works is Hon'ble Jharkhand High Court, Ranchi. Appellate authority is Hon'ble Supreme Court of India.

1. Name of the Employer is Chairman, Tender Committee for Building Construction, CHOTANAGPUR LAW COLLEGE, RANCHI. [Cl. 1.1]
2. The last Five years

   2021-2022, 2022-2023, 2023-2024, 2024-2025 & 2025-2026
3. The annual financial turn over amount is Rs **9,48,33,000.00** [Cl.4.5A(a)]
4. Work Value is as mentioned in NIT
5. Quantities of work are: [Cl.4.5A(c)]

   Cement Concrete **614.00 Cu. m.**
   Earth Work Qty **750.00 Cu. m.**
   Brick Work **175.00 Cu. m.**

6. Value of Electrical Work Experience Required. electric work is Rs. 33,51,000.00 [Cl. 4.5A(d)]
7. The cost of water supply/sanitary works is Rs 5,76,000.00 [Cl. 4.5A(e)]
   (Rs Nine Lakh Ninety-Eight Thousand Nine Hundred Nine only)
8. The Cost of Specialized/New Technical Work in Rs. ..... [Cl. 4.5A(f)]

   i) HVAC Works – Rs. ----------
   ii) Fire Fighting Works – Rs. ……..
9. Liquid assets and/or availability of credit facilities is Rs. 1,30,00,000.00 [Cl. 4.5B(c)]
10. Price level of the financial year 2025-26 [Cl. 4.7]
11. * The pre-bid meeting will take place at [Cl. 9.2.1]
12. The Technical bid will be opened at CHOTANAGPUR LAW COLLEGE, NAM[Cl .23.1.]
13. Address of the Employer- CHOTANAGPUR LAW COLLEGE, NAMKUM, RANCHI.
14. Identification: [Cl. 19.2(b)]

    Bid for Construction of Academic Building Block II at CLC Campus in the district of Ranchi.
    Bid reference No. CLC/GR 01/NIT 02/2026-27
    Do not open before 08-12-2026 at 02.00 P.M. (time and date)
15. The bid should be submitted in the office of "Chairman Tender Committee, Academic Building, Chotanagpur Law college, Namkum, Ranchi. latest by 08-12-2026 up to 11.00 A.M. (date and time)

    [Cl. 20.1(a)]
16. The bid will be opened at, CHOTANAGPUR LAW COLLEGE

    Ranchi on 08-012-2026 at 02.00 P.M. (Date, Time) [Cl. 23.1]
17. Escalation factors (for the cost of works executed and financial figures to a common base value for works completed)

| Years before | Multiplying factor |
|---|---|
| One | 1.1 |
| Two | 1.21 |
| Three | 1.33 |
| Four | 1.46 |
| Five | 1.61 |

**ANNEXURE-I**

## List of Key Plant & Equipment to be deployed on Contract work

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

| Sl. | Type of Equipment | Maximum age as on 01.01.2025 (Years) | Equipment required min |
|---|---|---|---|
| 1 | Dozer | 5 | 00 |
| 2 | Front end Loader | 5 | 01 |
| 3 | Smooth Wheeled Roller | 5 | 00 |
| 4 | Vibratory Roller | 5 | 00 |
| 5. | Water Tanker | 5 | 02 |
| 6. | Concrete Mixes with Integral Weigh Batching facility | 5 | 01 |
| 7. | Concrete Batching and Mixing Plant (Minimum Capacity – 15 $m^3$/hour) | 5 | 00 |
| 8. | Transit mixture | 5 | 02 |
| 9. | Acrow Truss | 5 | As per requirement of site |
| 10. | Steel Propping | 5 | As per requirement of site |
| 11. | Tower Crane | 5 | 00 |
| 12. | Concrete pump | 5 | 01 |
| 13. | Builder Hoist | 5 | 02 |
| 14. | Excavator | 5 | 01 |
| 16. | Tipper or Truck (or 2 times Tractor) | 5 | 02 |
| 17. | Generator | 5 | 02 |
| 18. | Bar Cutting Machine | 5 | 02 |
| 19. | Bar Bending Machine | 5 | 02 |
| 20. | Welding Machine | 5 | 01 |
| 21. | Plate Compactor | 5 | 01 |
| 22. | Vibrator (Niddle) 40 mm / 60 mm | 5 | 04/04 |
| 23. | Vibrator ( Surface) | 5 | 02 |
| 24. | Concrete Mixer Machine | 5 | 01 |
| 25. | Steel Plate with fitting | 5 | As required |
| 26. | Staging Pipe (Acrow) with fitting/ Cuplock & Ledger/Pipe (40 NB) and Clamp system | 5 | As per site requirement |
| 27. | Mobile Crane / Hydra 14 Tonne / 12 Tonne | 5 | 00 |
| 28. | Shuttering Material (Steel Plate fitting) or Ply System(New) | | 7000 Sqm |
| 29. | Any other equipment E/I deems necessary for the work shall be deployed by the contractor. | | |

**ANNEXURE-II**

## List of Key Personnel to be deployed on Contract Work

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

| Sl. No. | Personnel | Qualification | No. of Personnel |
|---|---|---|---|
| 1 | Project Manager | B.E. Civil + 15 Years Exp. (5 years as Manager) | **01** |
| 2 | Site Engineer | B.E. Civil + 7 Years Exp. Or Dip. Civil + 10 years Exp. (5 years in Building Construction) | **02** |
| 3 | Utility Engineer (Plumbing) | B.E. Civil + 7 Years Exp. Or Dip. Civil + 10 Years Exp. (5 years in Building Construction) | **01** |
| 4 | Architect | Architect + 5 Years Exp. | **01** |
| 5 | Electrical and HVAC Engineer | B.E. Electrical + 7 Years Exp. Or Dip. Electrical + 10 Years Exp. | **01** |
| 6 | Health Safety Environment Engineer | B.E./B.Tech. + Dip in Safety Engineering 5 years Exp. | **01** |
| | **Total** | | **07** |

SECTION 2

## QUALIFICATION INFORMATION

## QUALIFICATION INFORMATION

The information to be filled in by the bidder in the following pages will be used for purposes of post qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract.

1. **For Individual Bidders**

1.1. Constitution or legal status of Bidder
**[Attach copy]**
Place of registration: _____
Principal place of business: _____

Power of attorney of signatory of Bid
**[Attach]**

1.2. Total value of Civil Engineering construction work performed in the last five years** (in Rs. Lakhs)

**2020-2021**

**2021-2022**

**2022-2023**

**2023-2024**

**2024-2025**

1.3.1. Work performed as prime contractor, work performed in the past as a nominated sub-contractor will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature over the last five years.**

| Project Name | Name of the Employer* | Description of work | Contract No. | Value of Contract (Rs Cr.) | Date of issue of work order | Stipulated Period of completion | Actual date of completion* | Remarks Explaining Reasons for delay& work Completed |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |

* Attach certificate(s) from the Engineer(s)-in-Charge/EE/Employer
** immediately preceding the financial year in which bids are received.
β Attach certificate from Chartered Accountant.

#1.3.2. Quantities of work executed as prime contractor, work performed in the past as a nominated sub-contractor, will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name and style) in the last five years:**

| Year | Name of the work | Name of the Employer* | Quantity of work performed (cum) @ Remarks | | Remarks* (indicate contract Ref) |
|---|---|---|---|---|---|
| | | | Cement Concrete (including RCC & PCC) | Earth Work | |
| **2020-2021**<br>**2021-2022**<br>**2022-2023**<br>**2023-2024**<br>**2024-2025** | | | | | |

1.4 Information on Bid capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works:

| Description of works | Place & State | Contract No. | Name & Address of Employer | Value of Contract (Rs Cr) | Stipulated Period of Completion | Value of Works* remaining To be completed (Rs Cr) | Anticipated date of completion |
|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |

* Attach certificate(s) from the Engineer(s)-in-Charge/EE/Employer

@ the item of work for which data is requested should tally with that specified in ITB clause 4.5 A(c).

** immediately preceding the financial year in which bids are received .

# Delete, if prequalification has been carried out

**(B)** Works for which bids already submitted:

| Description Of work | Place & State | Name & Address of Employer | Estimated value of works (Rs Cr) | Stipulated period of completion | Date when decision is expected | Remarks If any |
|---|---|---|---|---|---|---|
| **1** | **2** | **3** | **4** | **5** | **6** | **7** |
| | | | | | | |

1.5 Availability of key items of Contractor's Equipment essential for carrying out the Works [ref. Clause 4.5(B)(a). The Bidder should list all the information requested below. Refer also to Sub Clause 4.3(d) of the Instructions to Bidders.

| Item of Equipment | Requirement | | Availability Proposals | | | Remarks (from whom to be purchased) |
|---|---|---|---|---|---|---|
| | No. | Capacity | Owned/Leased to be procured | Nos./Capacity | Age/ Condition | |
| | | | | | | |

1.6 Qualifications and experience of key personnel required for administration and execution of the Contract [Ref. Clause 4.5(B)(b)]. Attach biographical data. Refer also to sub-Clause 4.3 (e) of

instructions to Bidders and Sub Clause 9.1 of the Conditions of Contract.

| Position | Name | Qualification | Year of Experience (General) | Years of experience in the Proposed position |
|---|---|---|---|---|
| Project manager | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Etc. | | | | |

1.7. Proposed sub-contracts and firms involved. [Refer ITB Clause 4.3(k)]

| Sanctions of the works | Value of Sub-contract | Sub-contractor (Name & Address) | Experience in similar Work |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |

Attach copies of certificates on **possession of valid license for executing water supply/sanitary work/building electrification**/Road work/Specialized or New Technical works [Reference Clause 4.5(d), Clause 4.5(e), Clause 4.5A(f) & Clause 4.5A(g)]

*1.8. Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporation), etc. List them below and attach copies.

1.9. Evidence of access to financial resources to meet the qualification requirements:
Cash in hand, lines of credit, etc. List them below and attach copies of support documents.

1.10. Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

1.11. Information on litigation history in which the Bidder is involved.

| Other Party(ies) | Employer | Cause of Dispute | Amount involved | Remarks showing Present Status |
|---|---|---|---|---|
| | | | | |

1.12. Statement of compliance under the requirements of Sub Clause 3.2 of the instructions to Bidders. (Name of Consultant engaged for project preparation is ** …….)

_____

_____

1.13. Proposed work methods and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents. [Refer ITB Clause 4.1 & 4.3 (1)]

1.14. Programme prepared in Primaver or MS Project

1.15. Quality Assurance Programme

**2. Additional Requirements.**

2.1. Bidders should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the Bidders, in addition to:

(i) Affidavit
(ii) Undertaking
*** (iii) Update of original pre qualification application
*** (iv) Copy of original pre qualification application
*** (v) Copy of pre qualification letter
(vi) Copy of letter of association in the form of agreement with subcontractor for the work defined or for any specialize / new engineering methodology work.

---

* Delete, if pre qualification has been carried out

** Fill the Name of Consultant.

*** Delete, if pre qualification has not been carried out.

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES**

(Clause 4.2 (i) OF ITB)

**BANK CERTIFICATE**

This is to certify that M/s. _____ is a reputed Company with a good financial standing.

If the contract for the work, namely _____ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. _____ to meet their working capital requirements for executing the above contract during the contact period.

_____

(Signature)
Name of Bank
Senior Bank Manager
Address of the Bank

## AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2. The undersigned also hereby certifies that neither our firm M/S _____ _____have abandoned any work of **CHOTANAGPUR LAW COLLEGE, RANCHI**, **Jharkhand** nor any contract awarded to us for such work have been rescinded, during last five years prior to the date of this bid.

3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or any other information regarding my (our) competence and general reputation.

4. The undersigned understand and agree that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/Project implementing agency.

_____

(Signed by an authorized Officer of the Firm)

_____
Title of officer

_____
Name of Firm

_____
DATE

**UNDERTAKING**

I, the undersigned do hereby undertake that our firm M/s _____ _____ would invest a minimum cash up to 25% of the value of the work during implementation of the Contract.

_____

(Signed by an Authorized Officer of the Firm)

_____

Title of Officer

_____

Name of Firm

_____

DATE

# SECTION 3
# CONDITIONS OF CONTRACT

## Conditions of Contract

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## CONDITIONS OF CONTRACT

### A. GENERAL

### 1. Definitions

1.1. Terms which are defined in the Contract data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

**Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.

The **Completion Date** is the date of completion of the Works as certified by the Engineer in accordance with Sub clause 55.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer and includes Technical and Financial bids.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**Days** are calendar days; **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract. The **Defects Liability Period** is the period specified in the contract Data and calculated from the date of actual completion.

The **Employer** is **CHOTANAGPUR LAW COLLEGE, RANCHI** who will employ the contractor to carry out the Works.

The **Employer's representative** will be the **Chairman Tender committee CLC.** concerned to be notified by the Employer. The Employer's representative will act on behalf of Employer.

The **Engineer** is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the Contract, administering the Contract, certifying payments due to the Contractor issuing and valuing Variations to the Contract, awarding extensions of time.

**Equipment** is the Contractor's machinery and vehicles brought to the Site to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion date may be revised only by the Engineer by issuing an extension of time.

**Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.

**Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

**Site Investigation Reports** are those which were included in the Bidding documents and are factual interpretative reports about the surface and the sub-surface conditions at the site.

**Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a contract with the Contractor to carry out work in the Contract which may include all or a part of work on the Site.

**Temporary Works** are works designed, consulted, installed, and removed by the contractor which are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Employer, which varies the works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

## 2. Interpretation

2.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about the Conditions of Contract.

2.2. If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion date and Intended Completion date for the whole of the works).

2.3. The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Bid
(4) Contract Data
(5) Conditions of Contract including Special Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of Quantities and
(9) Any other document listed in the Contract Data as forming part of the Contract.

**3. Language and Law**

3.1. The language of the Contract and the law governing the contract are stated in the Contract Data.

**4. Engineer's Decisions**

4.1. Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

**5. Delegation**

5.1. The Engineer may delegate any of his duties and responsibilities to other people (subordinates) after notifying the Contractor and may cancel any delegation after notifying the Contractor.

**6. Communications**

6.1. Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract act).

**7. Sub-Contracting**

7.1. The Contractor may sub-contract any portion of work, up to a limit specified in Contract Data, with the approval of the Engineer but may not assign the Contract without the approval of the Employer in writing. Sub-contracting does not alter the Contractor's obligations. Maximum number of Sub Contractor will be two and they will have to meet all qualifying criteria in the ratio of work allotted.

**8. Other Contractors**

8.1. The Contractor shall cooperate and share the site with other contractors, public authorities, utilities, and the employer between the dates given in the Schedule of other Contractors. The contractors shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The Employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

**9. Personnel**

9.1. The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualification, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the schedule.

9.2. If the Engineer asks the Contractor to remove a person who is a member of the Contactor's staff of his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

**10. Employer's and Contractor's Risks**

10.1. The Employer carries the risks which this Contract states are Employer's risks, and the contractor carries the risks which this Contract states are Contractor's risks.

**11. Employer's Risks**

11.1. The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in India, the risks of war, hostilities. invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive; or (b) a cause due solely to the design of the Works, other than the Contractor's design.

**12. Contractor's Risks**

12.1. All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

**13. Insurance**

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract data for the following events which are due to the Contractor's risks:

(a) loss of or damage to the Works, Plants and Materials;
(b) loss of or damage to Equipment;
(c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
(d) personal injury or death.

13.2. Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3. If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4. Alterations to the terms of an insurance shall not be made without the approval of the Engineer.

13.5. Both parties shall comply with any conditions of the insurance policies.

**14. Site Investigation Reports**

14.1. The Contractor, in preparing the Bid, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Bidder.

**15. Queries about the Contract Data**

15.1. The Engineer will clarify queries on the Contract Data which will be final.

**16. Contractor to Construct the Works**

16.1. The Contractor shall construct and install the Works in accordance with the Technical Specification and Drawings.

**17. The Works to be Completed by the Intended Completion date**

17.1. The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

**18. Approval by the Engineer**

18.1. The Contractor shall submit Specifications and Drawings, showing the proposed Temporary works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.

18.2. The Contractor shall be responsible for design of Temporary Works.

18.3. The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works where required.

18.5 All drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

**19. Safety**

19.1. The Contractor shall be responsible for the safety of all activities on the Site (safety of contractor's personnel, common man, Government Employee and any property).

**20. Discoveries**

20.1. Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the Employer. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

**21. Possession of the Site**

21.1. The Employer shall give possession of all parts of the site to the Contractor, soon after agreement, but he shall give minimum 75% site area within 7 days from the date of agreement.

**22. Access to the Site**

22.1. The Contractor shall allow the engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured/ fabricated / assembled for the works.

**23. Instructions**

23.1. The Contractor shall carry out all instructions of the Engineer pertaining to works which comply with the applicable law where the site is located.

23.2. The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

**24. Deleted.**

**25. Deleted.**

**26. Deleted.**

## B. TIME CONTROL

**27. Programme**

27.1. Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecast.

27.2. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

27.3. The Contractor shall submit to the Engineer, for approval, an updated Programme at intervals no longer than the period stated in the Contract data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

27.4. The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

**28. Extension of the Intended Completion Date**

28.1 The Engineer shall extend the Intended Completion Date if a Variation as explained in clause 28.1(a) is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.

**28.1(a) The Engineer shall also extend the intended completion date in any of the following events :-**

**(i) The employer does not give access to a part of the site by the site possession date stated in the contract data.**

**(ii) The Engineer does not approve of a subcontract to be let, within 15 days.**

**(iii) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.**

**(iv) The Engineer unreasonably delays issuing a Certificate of completion.**

**(v) Force majeure (eg. Natural Calamities or conditions beyond the human control.)**

28.2. The Engineer shall decide whether and by how much to extend the Intended Completion date within 35 days of the Contractor asking the Engineer for a decision upon the effect of a Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28.3. The Engineer shall within 14 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the Employer his decision. The Employer shall in not more than 21 days communicate to the Engineer the acceptance or otherwise of the Engineer's decision.

**29. Deleted.**

**30. Delays Ordered by the Engineer**

30.1. The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

**31. Management Meetings**

31.1. Either the engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

31.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

**32. Early Warning**

32.1. The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

32.2. The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

## C. QUALITY CONTROL

**33. Identifying Defects**

33.1. The Engineer shall check the Contractor's work and notify the Contractor of any defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

33.2. If structural failure occurs during or within 15 years after Defect Liability Period due to execution of substandard quality work, Engineer shall calculate the amount required for reconstruction (total or partial as required) / rectification / restoration of the work, and the contractor shall be liable to bear the cost of such reconstruction / rectification / restoration. The decision of Engineer will be final in this regard.

**34. Tests**

34.1. If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

**35. Correction of Defects**

35.1. The Engineer shall give notice to the contractor of any Defects before the end of the Defects Liability Period, which begins at completion and is defined in the Contract Data. The defects Liability Period shall be extended for as long as defects remain to be corrected.

35.2. Every time notice of a defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

**36. Uncorrected Defects**

36.1. If the contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

## D. COST CONTROL

**37. Bill of Quantities**

37.1. The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

37.2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

**38. Changes in the Quantities**

38.1. If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent provided the change exceeds 1% of initial Contract Price, the Engineer shall adjust the rate to allow for the change, duly considering.

(a) justification for rate adjustment as furnished by the contractor,

(b) economics resulting from increase in quantities by way of reduced plant, equipment, and overhead costs,

38.2. The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the Prior approval of the Employer.

38.3. If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

**39. Variations**

39.1. All Variations shall be included in updated Programmes produced by the Contractor.

**40. Payments for Variations**

40.1. The Contractor shall provide the Engineer with a quotation (with

breakdown of unit rates) for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Engineer and before the Variation is ordered.

40.2 If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Engineer, the quantity of work above the limit stated in Sub Clause 34.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of Variation. If the cost per unit of quantity changes, or if the nature of timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the contractor shall be in the form of new rates for the relevant items of work.

40.3. If the Contractor's quotation is unreasonable, the Engineer may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the variation on the Contractor's costs.

40.4. The Contractor shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

**41. Cash Flow Forecasts**

41.1. When the Programme is updated, the contractor is to provide the engineer with an updated cash flow forecast.

**42. Payment Certificates**

42.1. The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

42.2. The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor.

42.3. The value of work executed shall be determined by the Engineer.

42.4. The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed

42.5. The value of work executed shall include the valuation of Variations.

42.6. The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

**43. Payments**

43.1. Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 28 days of the date of each certificate subject to availability of funds.

43.2. Items of the Works for which no rate or price has been entered in, will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

**44. Deleted.**

**45. Tax**

45.1. The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

**46. Currencies**

46.1. All payments shall be made in Indian Rupees.

**47. Price Adjustment**

47.1. Contract Price shall be adjusted for increase or decrease in rates and price of materials in accordance with the following principles and procedures and as per formula given in the contract data:

(a) The price adjustment shall apply for the projects to be completed in more than 12 months for the work done from the start date given in the contract data up to end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.

(b) The price adjustment shall be determined during each month from the formula given in the contract data.

(c) Following expressions and meanings are assigned to the work done during each month:

R = Total value of work done during the month. It will exclude value for works executed under variations for which price adjustment will be worked separately based on the terms mutually agreed.

47.2. To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

**48. Retention**

48.1. The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

48.2. On Completion of the whole of the Works half the total amount retained is repaid to the Contractor and half when the Defects Liability Period has passed and the Engineer has

certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

48.3. On completion of the whole works, the contractor may substitute retention money with an "on demand" Bank guarantee.

**49. Liquidated Damages**

49.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestones as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

49.2. If the Intended Completion date is extended after liquidated damages have been paid, the Engineer shall correct any over payment of liquidated damages by the Contractor by adjusting the next payment certificate.

49.3. If the Contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty for everyday or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the contract data.

The employer may, without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works on form any other of his obligations and liabilities under the contract.

49.4. If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking – Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainders of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

**50. Deleted**

50.1. Deleted

**51. Deleted**

51.1. Deleted

51.2. Deleted

51.3. Deleted

**52. Securities**

52.1. The Performance Security (including additional security for unbalanced bids) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid until a date 28 days from the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion.

**53. Deleted.**

**54. Cost of Repairs**

54.1. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

54.2. If structural failure occurs during or within 15 years after Defect Liability Period due to execution of substandard quality work, Engineer shall calculate the amount required for reconstruction (total or partial as required) / rectification / restoration of the work, and the contractor shall be liable to bear the cost of such reconstruction / rectification / restoration. The decision of Engineer will be final in this regard.

## E. FINISHING THE CONTRACT

### 55. Completion

55.1. The Contractor shall request the Engineer to issue a Certificate of Completion of the Works and the Engineer will do so upon deciding that the Work is completed.

### 56. Taking Over

56.1. The Employer shall take over the Site and the Works within seven days of the Engineer issuing a certificate of Completion.

### 57. Final Account

57.1. The Contractor shall supply to the Engineer a detailed account of the total amount that the Contractor considers payable under the contract before the end of the Defects Liability Period. The Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.

### 58. Operating and Maintenance Manuals

58.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by dates stated in the Contract Data.

58.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

### 59. Termination

59.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

59.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 28 continuous days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;

(b) the Engineer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days;

(c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) a payment certified by the Engineer is not paid by the Employer to the Contractor within 56 days of the date of the Engineer's certificate;

(e) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer.

(f) the Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition."

59.3 When Engineer gives notice of a breach of contract to the contractor for a cause other than those listed under Sub Clause 59.2. above, the Engineer shall decide whether the breach is fundamental or not.

59.4 Not withstanding the above, the Employer may terminate the Contract for convenience.

59.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

**60. Payment upon Termination**

60.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor shall be a debt payable to the Employer.

60.2 If the Contract is terminated at the Employer's convenience or because of a fundamental Breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the cost of balance by the contractor and available at site, the reasonable cost of removal of Equipment, a repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received due in terms of the contract and less taxes due to be deducted at source as per applicable law.

## 61 Property

61.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

## 62. Release from Performance

62.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

## F. SPECIAL CONDITIONS OF CONTRACT

### 1. LABOUR

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

### 2. COMPLIANCE WITH LABOUR REGULATIONS

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/byelaws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

### SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK

a) Workmen Compensation Act 1923 :- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

b) Payment of Gratuity Act 1972 :- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

(c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are :

(i) Pension or family pension on retirement or death, as the case may be.

(ii) Deposit linked insurance on the death in harness of the worker, (iii) (iii) Payment of P.F. accumulation on retirement/death etc.

d) Maternity Benefit Act 1951:- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

e) Contract Labour (Regulation & Abolition) Act 1970:- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Employer, if they employ 20 or more contract labour.

f) Minimum Wages Act 1948 :- The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.

g) Payment of Wages Act 1936:- It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

h) Equal Remuneration Act 1979 :- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

i) Payment of Bonus Act 1965 : - The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/-per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/ -per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

j) Industrial Disputes Act 1947 :- The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

k) Industrial Employment (Standing Orders) Act 1946 :- It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

1) Trade Unions Act 1926: - The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

m) Child Labour (Prohibition & Regulation) Act 1986 :- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.

n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979 :- The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.

o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996 :- All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

p) Factories Act 1948 :- The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

SECTION 4

# CONTRACT DATA

# CONTRACT DATA

**Clause Reference With respect to section 3**

**Items marked "N/A" do not apply in this contract.**

1. The Employer is [Cl.1.1.]

   Name: **CHOTANAGPUR LAW COLLEGE**

   Address: **Namkum, Ranchi, Jharkhand.**

   Name of Employer's Representative – **Chairman, Tender Committee for Building Construction, Chotanagpur Law College.**

   The Engineer is **Appointed consultant for the work.**

2. The Defects Liability Period is 365 days from the date of completion. [Cl. 1. 1&35]

3. The Start Date shall be same as the day for the date of issue of the Notice to [Cl.1.1 ]

   proceed with the work.

4. The Intended Completion Date for the whole of the Works is **365 days** [Cl. 1.1,17&28]

   after start of work with the following milestones:

   Milestone dates:
   [C1.2.2&49.1]

   Physical works to be completed. **365 days** period from the start date

   Milestone 1 i.e **25%** **92 days**

   Milestone 2 i.e **50%** **183 days**

   Milestone 3 i.e. **100%** **365 days**

5. The Site is located at **Namkum, Jharkhand** [Cl. 1.1]

6. The work consists of **Civil Work, Electric work, Sanitary work etc.**

The work shall interalia, include the following, as specified or as directed:

**(A) Building Works**

Site clearance; setting-out and layout of Building including soil testing and all aspects of quality assurance of various components of the works; rectification of the defects in the completed works during the Defects Liability Period; submission of "As-built" drawings and any other related documents; and other item of work as may be required to be carried out for completing the works in accordance with the drawings and provisions of the contract to ensure safety.

**(B) Other Items**

Any other items as required to fulfill all contractual obligations as per the Bid documents. [Cl. 1.1]

10. The following documents also form part of the Contract: [Cl. 2.3(9)]

---

11. The law which applies to the Contract is the law of Union *of* India [Cl. 3.1]
12. The language of the Contract documents is English [Cl. 3.1]
13. Limit of subcontracting 50% of the Initial Contract Price [Cl. 7.1]
14. The Schedule of Other Contractors [Cl. 8]
15. The Schedule of Key Personnel As per Annex.-II to Section I [Cl.9]
16. The minimum insurance cover for physical property, injury and death is **for the contract price valid till Defect Liability Period of the Project.** [Cl.13]
17. Site investigation report. [Cl.14]
18. The Site Possession Dates shall be [Cl.21]
19. Deleted
20. Deleted
21. The period for submission of the programme for approval of Engineer shall be 21 days from the issue of Letter of Acceptance. [Cl.27.1]
22. The period between programme updates shall be 60 days. [Cl.27.3]
23. The amount to be withheld for late submission of an updated programme shall be Rs. ..... [Cl. 27.3]
24. Deleted
25. The currency of the Contract is Indian Rupees. [Cl. 46]

26. The formula (e) for adjustment of prices are: [Cl. 47]

R = Value of work as defined in Clause 42.1 of Conditions of Contract

**Adjustment for cement component**

(i) Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula:

$V_c = 0.85 \times P_c/100 \times R \times (C_i - C_0)/C_0$

$V_c$ = increase or decrease in the cost of work during the month under consideration due to changes in rates for cement.

$C_o$ = The all India wholesale price index for cement on 28 days preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi.

$C_i$= The all India average wholesale price index for cement for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi

$P_c$ = Percentage of cement component of the work

**Adjustment for steel component**

(ii) Price adjustment for increase or decrease in the cost of steel procured by the Contractor shall be paid in accordance with the following formula:

$V_s = 0.85 \times P_S/100 \times R \times (S_i - S_0)/S_0$

$V_s$ = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel

$S_o$ = The all India wholesale price index for steel (Bars and Rods) on 28 days preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government ofIndia, New Delhi

$S_i$ = The all India average wholesale price index for steel (Bars and Rods) for the month under consideration as published by Ministry of Industrial Development, New Delhi

$P_s$ = Percentage of steel component of the work

*Note : For the application of this clause, index of Bars and Rods has been chosen to represent steel group.*

**Clause Reference with respect to section 3**

**Adjustment of labour component**

(iii) Price adjustment for increase or decrease in the cost due to labourshall be paid in accordance with the following formula:

$$V_l = 0.85 \times P_L / 100 \times R \times (L_i - L_o) / L_o$$

$V_l$ = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour.

$L_o$ = The consumer price index for industrial workers for the state on 28 days preceding the date of opening of Bids, as published by labour bureau, Ministry of Labour, Government of India. $L_i$ = The consumer price index for industrial workers for the state under consideration as published by labour bureau, Ministry of Labour, Government of India.

$P_L$ = Percentage of labour component of the work.

**Adjustment of Other materials Component**

(iv) Price adjustment for increase or decrease in cost of local materials other than cement, steel, bitumen and POL procured by the contractor shall be paid in accordance with the following formula:

$$V_m = 0.85 \times P_m / 100 \times R \times (M_i - M_o) / M_o$$

$V_m$ = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local materials other than cement, steel, bitumen and POL.

$M_o$ = The all India wholesale price index (all commodities) on 28 days preceding the date of opening of Bids, as published by the Ministry of Industrial Development, Government of India, New Delhi. $M_i$ = The all India wholesale price index (all commodities) for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi.

$P_m$ = Percentage of local material component (other than cement, steel, bitumen and POL) of the work.

**Adjustment for Bricks component**

(v) Price adjustment for increase or decrease in the cost of Bricks procured by the Contractor shall be paid in accordance with the following formula:

$$V_B = 0.85 \times P_B / 100 \times R \times (B_i - B_0) / B_0$$

$V_B$ = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for Bricks.

$B_o$ = The all India wholesale price index for Bricks (Bricks & Tiles) on 28 days preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government ofIndia, New Delhi

$B_i$ = The all India average wholesale price index for Bricks (Bricks & Tiles) for the month under consideration as published by Ministry of Industrial Development, New Delhi

$P_B$ = Percentage of Bricks component of the work.

| | | | **Clause reference with respect to Section 3** |
|---|---|---|---|
| The following percentages will govern the price adjustment for the entire contract | | | |
| 1. | Cement – $P_C$ | 10 % | |
| 2. | Steel – $P_s$ | 15 % | |
| 3. | Bricks – $P_b$ | 10 % | |
| 4. | Other materials – $P_m$ | 30 % | |
| 5. | Labour | 35 % | |
| | Total | 100 % | |

27. The proportion of payments retained (retention money) shall be 9% from each bill subject to a maximum of 8% of final contract price.

| | | |
|---|---|---|
| 28. Amount of liquidated damages for delay in completion of works | For Whole of work _____ (1/2000)$^{th}$ of the Initial Contract Price, rounded off to the nearest Thousand, per day. For sectional completion (wherever specified, in item 5 of Contract Data)(1/200)$^{th}$ of initial contract price, rounded off to the nearest thousand per day. | [C1.49] |
| 29. Maximum limit of liquidated damages for delay in completion of work. | 10 per cent of the Initial Contract Price rounded off to the nearest thousand. | [Cl. 49] |

30 Deleted

31.Deleted

32. Deleted

33. Deleted

33. Deleted

34. Deleted.

35. The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price: [Cl. 52]

Performance Security for 2 per cent of contract price plus Rs. ..... (to be decided after evaluation of the bid) as additional security in terms of ITB Clause 29.5.

The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in Section 8 of the Bidding Documents.

36. The Schedule of Operating and Maintenance Manuals _____ N/A [Cl. 58]

37. The date by which "as-built" drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be. [Cl. 58]

38. The amount to be withheld for failing to supply "as built" drawings by the date required is Rs……Lakhs..... [Cl. 58]

39. The following events shall also be fundamental breach of contract: [Cl. 59.2]
"The Contractor has contravened Sub-clause 7.1 and Clause 9 of GCC."

40. The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 20 per cent. [Cl. 60.1]

41. Maintenance :

41.1 5 Years maintenance will start from next day after actual date of completion of construction work.

41.2 For maintenance, rate indicated by Authority in the BOQ shall apply. Bidder is required to quote the rate indicated by Authority.

41.3 Separate agreement for maintenance will be executed with the contractor after the actual completion of the construction work.

# SECTION 5
# TECHNICAL SPECIFICATION

# SECTION 6

## FORM OF BID

**FORM OF BID**

Description of the Works:

_____

_____

_____

BID

To :

Address :

1. We offer to execute the Works described above and remedy any defects therein in conformity with the conditions of Contract, specification, drawings, Bill of Quantities and Addenda for the sum(s) of Rs. …….. (in figures) Rupees ……. (in words).
2. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the document.
3. We agree to abide by this Bid for the period of 180 days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20.....

Signature _____ in the capacity of _____
duly authorized to sign bids for and on behalf of _____

(in block capitals or typed)
Address

_____

_____

Witness

_____

_____

Address

Occupation

_____

# SECTION 7
# BILL OF QUANTITIES

## BILL OF QUANTITIES

### Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Technical Specifications and Drawings.

2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.

3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.

4. The rates and prices shall be quoted entirely in Indian Currency.

5. A rate or price shall be entered against each item in the Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.

7. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.

8. The method of measurement of completed work for payment shall be in accordance with the specification for Building Works published by Building Construction Department, Jharkhand.

9. Errors will be corrected by the Employer for any arithmetic errors pursuant to Clause 29 of the Instructions to Bidders.

10. Rock is defined as all materials which, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for its removal, and which cannot be extracted by ripping with a tractor of at least 150 kw. with a single rear mounted heavy duty ripper.

## BILL OF QUANTITIES

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Tender Inviting Authority: [to be filled in by Procurement Officer]** | | | | | | | |
| **Name of Work: [ to be filled in by Procurement Officer]** | | | | | | | |
| **Contract No: [to be filled in by Procurement Officer]** | | | | | | | |
| **Bidder Name :** | | | | | | | |
| **SCHEDULE OF WORKS** | | | | | | | |
| **Sl. No.** | **Description of work** | **No.or Qty.** | **Unit** | **Estimated Rate (in. Rs.) *** | **RATE In Figures To be entered by the Bidder Rs. P** | | **AMOUNT Rs. P** |
| | | | | | **Figures** | **Words** | |
| 1 | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |
| **Total in Figures** | | | | | | | **0.00** |
| **Total in Words** | | | | | **Rupees only** | | |

***Note :*** BOQ is available online on the college official website. Bidder shall fill BOQ as per instruction given in addendum to Instructions to Bidders.

*** Column should be deleted while uploading for tender.**

**Chairman, Building Committee,**

**Chotanagpur Law Collage Namkum Ranchi**

***Note :-***

1. Item for which no rate or price has been entered in, will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the bill of quantities (Refer: ITB Clause 13.2 and GCC Clause 43.3).
2. Unit rates and prices shall be quoted by the bidder in Indian rupee [ITB Clause14.1].
3. Where there is a discrepancy between the rate in figures and words the rates in words will govern. [ITB Clause 27.1(a)]
4. Where there is discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITB Clause 27.1(b)]

# SECTION 8
## SECURITIES AND OTHER FORMS

## PERFORMANCE BANK GUARANTEE

**To**

_____ [name of Employer's Representative]

_____[address of Employer's Representative]

_____

WHEREAS _____ , _____ [name and address of Contractor] (hereafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated_____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of_____ [amount of guarantee]* _____ (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between your and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability Period.

**Signature and Seal** of **the guarantor** _____

Name of Bank _____

Address _____

Date _____

_____

*An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

# BANK GUARANTEE FOR ADVANCE PAYMENT

To

_____[name of Employer's Representative]
_____[address of Employer's Representative]
_____[name of Contractor]

Gentlemen:

In accordance with the provisions of the Conditions of Contract, sub-clause 51.1 ("Advance Payment") of the above-mentioned Contract, [name and address of Contractor] (herein after called "the Contractor") shall deposit with [name of Employer's Representative] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of_____ [amount of Guarantee]*
_____ [in words].

We, the _____ [bank of financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer's Representative] on his first demand without whatsoever right of obligation on our part and without his first claim to the Contractor, in the amount not exceeding ___ _____ [amount of guarantee]*
_____ [in words].

We further agree that no change or addition to or other modification of the terms of the Contractor or Works to be performed there under or of any of the Contract documents which may be made between_____[name of Employer's Representative] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____[name of Employer's Representative] receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and Seal : _____
Name of Bank / Financial Institution : _____
Address; _____
Date:

_____

*An amount shall be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in Indian Rupees.

# Letter of Acceptance

(Letter head paper of the Employer's Representative)

_____ (Date)

To

_____ (Name and address of the Contractor)

_____

_____

Dear Sirs,

This is to notify you that your Bid dated _____ for execution of the _____ (name of the contract and identification number, as given in the Instructions to Bidders) for the Contract Price of Rupees _____ ( _____ ) (amount in words and figures), as corrected and modified in accordance with the Instructions to Bidders[1] is hereby accepted by our agency.

You are hereby requested to furnish Performance Security, in the form detailed in Para 34.1 of ITB for an amount equivalent to Rs. _____ within 21 days of the receipt of this letter of acceptance valid up to 28 days from the date of expiry of defects Liability Period i.e. up to _____ and sign the contract, failing which action as stated in Para 34.3 of ITB will be taken.

Yours faithfully,

Authorized Signature
Name and title of Signatory
(Employer's Representative)

---

1. Delete "corrected and" or "and modified" if only one of these actions applies. Delete as corrected and modified in accordance with the Instructions to Bidders, if corrections or modifications have not been affected.

## Issue of Notice to proceed with the work

(Letter head of the Employer's Representative)

_____ (Date)

To

_____ (Name and address of the Contractor)

_____

_____

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITB Clause 34.1 and signing of the Contract for the construction of _____

_____

_____at Bid Price of Rs._____.

You are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of Employer's Representative)

# Agreement Form

Agreement

This agreement, made the _____ day of _____ between _____ (name and address of Employer) [hereinafter called "the Employer] and _____ (name and address of contractor) hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that the Contractor execute

_____

(name and identification number of Contract) (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a cost of Rs. _____

NOW THIS AGREEMENT WITNESSETH as follows:

2. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.

(i) Letter of Acceptance
(ii) Notice to proceed with the works;
(iii) Contractor's Bid
(iv) Condition of Contract: General and Special
(v) Contract Data
(vi) Additional condition
(vii) Drawings
(viii) Bill of Quantities and
(ix) Any other documents listed in the Contract Data as forming part of the Contract.

In witness whereof, the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____

_____

in the presence of:

Binding Signature of Employer's Representative _____

Binding Signature of Contractor _____

**UNDERTAKING**

I, the undersigned do hereby undertake that our firm M/s _____ agree to abide by this bid for a period of 180 days from the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

_____

(Signed by an Authorized Officer of the Firm)

_____
Title of Officer

_____
Name of Firm

_____
DATE

# SECTION 9
# DRAWINGS

# SECTION 10

## DOCUMENTS TO BE FURNISHED BY BIDDER

Refer to Addendum to ITB

**प्रपत्र–2A**

**(**For Chotanagpur Law College, Namkum RANCHI**)**

| | | |
|---|---|---|
| Name of the work | …….. | |
| Tender Ref. No. | …….. | |
| Name of the Procurement Officer | …….. | |
| Sl.No. | Name and address of responsive bidders in technical evaluation | |
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| | Name and address of the nonresponsive bidders | Reason for their non-responsiveness |
| 1 | | |
| 2 | | |
| 3 | | |

**Signature of the tender approving authority**

**प्रपत्र–2B**

**(**For Chotanagpur Law College, Namkum. RANCHI**)**

| | | |
|---|---|---|
| Name of the work | …….... | |
| Tender Ref. No. | ……. | |
| Name of the Procurement Officer | …….. | |
| Sl.No. | Name and address of the successful bidder In financial evaluation | Amount of award of work |
| 1 | | |
| Sl.No. | Name and address of the unsuccessful bidders | Reason for unsuccessful bid |
| 1 | | |
| 2 | | |
| 3 | | |

**Signature of the tender approving authority**

# CHECK LIST

e-TENDER REFERENCE NO.: - CLC/GR 01/NIT 02/2026-27

Name of Work: - Construction of Academic Building Block II at CLC Campus in the district of Ranchi.

Name of Bidder (to be filled by bidder): -

……..

| Sl. No. | **Particulars** | **Expected Value** | **Bidders value (to be filed by bidder)** | **Page No. of documents supporting technical qualification ( to be filled by bidder)** |
|---|---|---|---|---|
| 1 | Affidavit regarding acceptance of Terms and Conditions given in SBD/F2 Contract<br>Attached (**Affidavit on Non- Judicial stamp paper not less than Rs 100/- (Rupees One Hundred)** | **Yes** | | |
| 2 | Bid validity Affidavit | **Yes** | | |
| 3 | Auditor Report for Last 5 (FIVE) years attached | **Yes** | | |
| 4 | Whether Form of Bid submitted. | **Yes** | | |
| | **Availability of Key Plants and Equipment's II** | | | |
| 5 | Bar Bending Machine | 02 | | |
| 6 | Bar Cutting Machine | 02 | | |
| 7 | Builder Hoist | 02 | | |
| 8 | Concrete Mixes with Integral Weigh Batching facility | 01 | | |
| 9 | Concrete Mixer Machine | 01 | | |
| 10 | Dumper/Tipper | 02 | | |
| 11 | Front End Loader | 02 | | |
| 12 | Generator Set | 02 | | |
| 13 | Hydraulic Excavator | 01 | | |
| 14 | Needle Vibrator | 04 | | |
| 15 | Concrete Pumps | 01 | | |
| 16 | Plate Compactor | 01 | | |
| 17 | Staging Pipe (Acrow) with fitting | As per site requirement | | |
| 18 | Steel Plate with fitting | 7000 Sqm. | | |
| 19 | Steel Propping | As per site | | |

| | | | | |
|---|---|---|---|---|
| | | requirement | | |
| 20 | Surface Vibrator | 02 | | |
| 21 | Tipper or Truck (or 2 times Tractor) | 02 | | |
| 22 | Tower Crane | 00 | | |
| 23 | Water Tanker | 02 | | |
| 24 | Welding Machine | 01 | | |
| 25 | Acrow Truss | As per site requirement | | |
| 26 | Concrete Batching and Mixing Plant (Minimum Capacity – 15 m3/hour) | 00 | | |
| 27 | Transit mixture | 02 | | |
| 28 | Cube Testing Machine (Universal Testing Machine) | 00 | | |
| 29 | Cube Mould | 00 | | |
| 30 | Smooth Wheeled Roller | 00 | | |
| 31 | Vibratory Roller | 00 | | |
| | **Availability of Technical Personnel** | | | |
| 32 | Architect | 01 | | |
| 33 | Electrical Engineer | 01 | | |
| 34 | Construction Manager | 00 | | |
| 35 | Project Manager | 01 | | |
| 36 | Quantity Surveyor | 00 | | |
| 37 | Site Engineer | 02 | | |
| 38 | Soil & Material Engineer | 00 | | |
| 39 | Survey Engineer Architect | 00 | | |
| | Planning and Billing Engineer | 01 | | |
| | Utility Engineer (Plumbing) | 01 | | |
| | Health Safety Environment Engineer | 00 | | |
| | **BANKER DETAIL** | | | |
| 40 | Liquid Assets/ Credit Facilities Amount | | | |
| 41 | Reference to Banker Attached | | | |
| | **BID CAPACITY** | | | |
| 42 | Bid Capacity using formula- 2xAxN- B | | | |
| 43 | Whether Work for which Bid already submitted is attached. | Yes | | |
| | **BID SECURITY** | | | |
| 44 | Bid Security Amount | | | |
| 45 | Bid Security Validity Greater than Specified in SBD | Yes | | |
| 46 | Validity Period of the Bid Security (in DAYS) | 180 | | |
| | **Constitutional and Legal Status of Bidder** | | | |
| 47 | Type 1 for Private Limited, 2 for Joint Venture, 3 for Partnership firm, 4 for others. | | | |
| 48 | Whether documents defining constitution or legal status attached. | Yes | | |
| | **Electrical License.** | | | |
| 49 | Whether Electrical License attached Type 1 for NOT Available Type 2 for Self License Type 3 for other license with affidavit of tenders and electrical license | | | |

| | | | | |
|---|---|---|---|---|
| | holder. | | | |
| 50 | Electrical License | | | |
| | **Experience in terms of Monetary value** | | | |
| 51 | Refer to SBD Instructions to Bidders Clause 4.5 A (I) for contract value upto 50 Crores | **Yes** | | |
| 52 | Employer's certificate in support of completion of Project. | **Yes** | | |
| 53 | 5 Years Auditors Report Attached | **Yes** | | |
| 54 | Whether PAN card attached. | **Yes** | | |
| 55 | Litigation History. | **Yes** | | |
| 56 | Quality Assurance Program attached. | | | |
| | **Quantity of item of Work excuted in any ONE WORK during last five year.** | | | |
| 57 | Electrical Works | | | |
| 58 | Water Supply and Sanitary Works | | | |
| 59 | Steel Fabrication Work | | | |
| 60 | Road work | | | |
| 61 | Fire Fighting work | **.....** | | |
| | **Quantity of Items of WORK executed in any ONE YEAR during last 5 (five) years** | | | |
| 62 | Brick Work ( in Cum) | | | |
| 63 | Cement Concrete ( in Cum) | | | |
| 64 | Earth Work (in Cum). | | | |
| 65 | Half Brick Work (In Sqm) | | | |
| | **Registration Details** | | | |
| 66 | Document regarding registration with CLC attached Type 1 and Type 2 for intrested in registration with CLC. | **1** | | |
| | **TAX** | | | |
| 67 | Deleted | | | |
| 68 | Deleted | | | |
| 69 | Where GSTIN Registration document attached. | **Yes** | | |
| | **Tender Fee** | | | |
| 70 | Cost of Bidding Document (IFB) in Rupee. | **10,000/-** | | |
| 71 | Whether Tender Fee submitted confirms the guidelines of SBD. | **Yes** | | |
| | **Turn Over Detail** (CA Certified Turnover with UDIN along with audited financial) | | | |
| 72 | Annual Financial Turnover (MAXIMUM) in any ONE year during last five years. | | | |
| 73 | Bidder is NOT associated with consultant. | **Yes** | | |
| 74 | Bidder undertaking of 25 percent case investment during implementation of work Attached. | **Yes** | | |
| 75 | Whether Certificate of hiring/ leasing the required plants and Machineries, which is not possessed by the Contractor Attached. | **Yes** | | |
| 76 | Whether Power of Attorney of Signatory of Bid Attached | **Yes** | | |

| | | | | |
|---|---|---|---|---|
| 77 | Whether Check list attached. | **Yes** | | |
| 78 | Whether Proposal regarding subcontracting and firm involved is attached. | **Yes** | | |
| 79 | Whether UCAN is attached. | | | |
| 80 | Whether undertaking to abide by this Bid for a Period of 180 days attached. | **Yes** | | |
| 81 | Whether updated Character Certificate Attached. (In case of partnership firm, character certificate required all partners) | **Yes** | | |
| 82 | Whether updated Employee Provident Fund Certificate is attached. | **Yes** | | |
| 83 | Proposed Methodology and Program backed with equipment planning and deployment, broad calculation, QC Procedures Attached. | **Yes** | | |

**Chairman,**
**Tender Committee, for building Construction**
**CHOTANAGPUR LAW COLLEGE**