

Name of Work : Construction of Toilet Complex in Colleges of Bihar (Gr. NO : CT-25)

Name of Agency : Sanjeev. Ranjan Sinha  
BIHAR PUBLIC WORKS DEPARTMENTAgreement No : 161F<sub>2</sub> of 2013-14  
[Form E-2.]

## ITEM RATE TENDER AND CONTRACT FOR WORKS

## General Rule and Directions for the guidance of Contractors.

1. All works proposed for execution by contract will be notified in a form of invitation to tender pasted on a board hung up in the office of and signed by the Subdivisional Officer, Executive Engineer.

This notice will state the work to be carried out the items and approximate quantities thereof as well as the date for submitting and opening tenders, also the amount of earnest money to be deposited and the amount of the security deposit to be deposited by the successful tenderer and the percentages, if any, to be deducted from bills. Copies of the specifications, design and drawings and any other documents required in connection with the submission of tender signed for the purpose of identification by the Subdivisional Officer/Executive Engineer shall also be open for inspection by the contractor at the office of the Subdivisional Officer/Executive Engineer during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or, in the event of absence of any partner, it must be signed on his behalf by a person holding as a power attorney authorising him to do so.

3. Receipts for payments made on account of work when executed by firm, must also be signed by the several partners except where the contractors are described in their tender as a firm in which case the receipt must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.

4. The memorandum of work tendered for, and the memorandum of materials to be supplied by the Public Works Department and their issue rates shall be filled in and completed in the office of the Subdivisional Officer/Executive Engineer before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

5. The amount of earnest money to be deposited will be	Rs.
If the amount of the estimate does not exceed Rs. 2,000	50
If the amount of the estimate exceeds Rs. 2,000 but does not exceed Rs. 5,000	100
If the amount of the estimate exceeds Rs. 5,000 but does not exceed Rs. 10,000	200
For each additional Rs. 5,000 or portion of Rs. 5,000 additional earnest money	100

6. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Incomplete tender and tenders which propose any alteration in the work specified in the said form of invitation to tender, or, which contain any other conditions of any sort or omit to note the time within which the work can be finished, or which are not accompanied by a treasury challan for the required earnest money will be liable to rejection. No single tender shall include more than one work, but, contractors who wish to tender for two or more works shall submit a separate tender for each. Tender shall bear the name of the work to which they refer written outside the envelope. Cash deposits for earnest money here-in before maintained shall be made in Government Treasuries and the challan thereof should be enclosed with the tender.

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7. The Engineer or his duly authorised assistant will open the tender in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statements in a suitable form. In the event of a tender being rejected the challan for the earnest money forwarded therewith shall there upon be returned to the tenderer with a pay order for the amount of the earnest money.

8. The Engineer shall have the right of rejecting all or any of the tenders.

9. In the event of a tender being selected for acceptance the Engineer who opened the tenders will be competent to accept the tender, inform the tenderer of the selected tender who shall there upon sign copies of the specification and other documents mentioned in rule 1 and 4 for the purpose of identification and for his acceptance with the tender. The tenderer of the selected tender shall also deposit the required amount of the security money within the prescribed time, if the tenderer fails to deposit the required amount of the security money within the prescribed time, the Engineer may reject the tender. If the Engineer is not competent to accept the tender himself he will inform the tenderer of the tender which he decides to recommend for acceptance, such tenderer shall there upon sign forth with copies of the specification and other documents mentioned in rules 1 and 4 and shall deposit the required amount of the security money "within the prescribed time. The tender with the specification and other documents signed by the tenderer will then be forwarded for acceptance to the Engineer who is competent to accept the same if the said Engineer rejects the tender the security money deposited shall be refunded to the tenderer.

10. When a tender is selected for acceptance the tenderer shall deposit the required amount of the security money in cash to the treasury and shall forward the challan to the Executive Engineer in government securities may be endorsed to the Executive Engineer in lieu of a cash deposit of the required amount of the security money. No tender shall be finally accepted until the required money of the security money has been deposited.

11. The amount of security money to be deposited by the tender whose tender is selected for acceptance shall be 10% of the estimated value of the work and towards the amount the earnest money already deposited by him shall be credited. At least half of this security inclusive of the earnest money shall be deposited by the tenderer within such time as may be not tied to him in writing by the office opening the tender, failing which the tender shall be liable to rejection.

Any balance of the security money outstanding after completion of the contract with the tenderer may be made up by deductions of 5% of the amount of each payment to be made to him under clause 7 of the conditions of contract for work done under the contract.

12. When a tender has been selected for acceptance and the required amount of the security money has been deposited the Engineer shall scrutinise all pages of the form of item Rate, Tender and Contractor for works to see the form has been properly filled up and signed by the contractor and the signature witnessed. He shall then if he is competent to accept the tender sign the acceptance of the tender if he is not so competent, shall send the form for signature of the acceptance of the office competent to accept it.

# **Bihar State Educational Infrastructure Development Corporation Ltd.**

## **AGREEMENT OF TOILET BLOCKS IN COLLEGES IN BIHAR**

Group No. : CT-25	
Sl.No.	Name of Colleges
1	M.L.T. College, Saharsa
2	M.H.M. College, Sonbarsa
3	R.M.M. Law College, Saharsa
4	R.Jha Mahila College, Saharsa
5	R.M. College, Saharsa
6	B.S.S College, Supaul
7	S.N.S.R.K.S. College, Saharsa
8	Ugratara Bharati Mandan Sans. College, Mahishi, Saharsa

THE ITEM RATES ARE BASED ON BIHAR SCHEDULE OF RATES, BCD, EFFECTIVE FROM DATED : 15.06.2011 & D.S.R. 2012.

### **TENDER FOR WORKS**

I/we hereby tender for the execution for the Governor of Bihar of the work specified in the under written memorandum at the rates specified therein within a period of years month from the date of written order to commence and in accordance in all respects with the specifications designs, drawing, and other documents referred to rule hereof and Subjects to the annexed condition of contract and with such materials as are provided for by and in other respects in accordance with, such conditions so far as applicable.

### **MEMORANDUM**

(a) If several sub-work are included they should be detained in the separate list (A) Name of Work :- **CONSTRUCTION OF TOILET BLOCKS IN COLLEGES IN BIHAR Group No.: CT- 25**

(B) Estimated Cost :- Rs. 29,12,408=00  
Agreement value :- Rs. 28,36,394=00

(b) This deposit will be 5% of the estimated cost of the work.

(C) Earnest Money :-

(c) This percentage deduction from bills will be credited to the contractors security deposits

(D) Initial security deposits (including earnest money) to be deposited before the Commencement of the work-  
Earnest Money :- Rs. 1,42,000/- (Details attached)

(E) Percentage to be deducted from bill Rs. 5% (Rupees five percent)

(F) Time required for the work from date of written order to commence **SIX MONTHS**

(G) Date of written order to commence :-

(H) Total number of item of work tendered for :- 45

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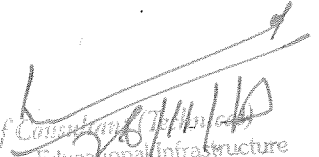
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**BUILDING WORKS : ( Quantity per Toilet Block )**

<b>CIVIL WORKS</b>							
Sl.No.	Sub No.	SOR Ref.No.	DESCRIPTION	Quantity	Unit	Rate	Amount
1		2.8	<b>2.0 Earth Work</b>	18.06	CU.M	132.90	Rs. One hundred thirty two and paise ninety only.
			<b>EARTH WORK IN EXCAVATION</b> over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including dressing of sides and ramming of bottom, lift upto 1.5m including getting out the excavated soil and disposal of surplus soil as directed, within a lead of 50m.				
		2.8.1	<b>ALL KINDS OF SOIL</b>				
2		2.28	<b>SUPPLY AND FILLING</b> in plinth & Foundation with local sand and under floors including watering, ramming, consolidating and dressing and dressing complete.	8.35	CU.M	135.34	Rs. One hundred thirty five and paise thirty four only.
3		2.29.1	<b>SURFACE DRESSING</b> of the ground including removing vegetation and in-equalities not exceeding 15 cm deep and disposal of rubbish, lead upto 50 m and lift upto 1.5 m	0.48	100 SQ.M	478.00	Rs. Four hundred seventy eight only.
4	4.1	4.5	<b>4.0 Concrete Work</b>	1.55	CU.M	3270.70	Rs. Three thousand two hundred seventy and paise seventy only.
			Providing and laying of in position cement concrete of specified grade, excluding the cost of centering and shuttering all work upto plinth level.				
	4.2	4.5.2	1:1:5:3 ( 1 cement :1.5 coarse sand :3 graded stone aggregate 20mm nominal size)				
	4.3	4.5.6	1:3:6 (1 Cement : 3 Coarse sand : 6 graded stone aggregate 40mm nominal size)	0.92	CU.M	2164.50	Rs. Two thousand one hundred sixty four & paise fifty only.

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5			<b>5.0 Reinforced Cement Concrete</b>	1.97	CU.M	3352.60	Rs. Three thousand three hundred fifty two & paise sixty only.
		5.1	Providing and laying of in position, of specified mix of reinforced cement concrete, excluding the cost of centering and shuttering, finishing and reinforcement - all work upto				
		5.1.2	<b>1:1½:3</b> (1 Cement : 1½ Coarse sand : 3 graded stone aggregate 20 mm nominal size) IN <b>FOUNDATION.</b>				
6		5.2	<b>Reinforced cement concrete work in wall</b> (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts, etc. upto floor v level, excluding costs of centering, shuttering, finishing and reinforcement.	5.35	CU.M	3562.40	Rs. Three thousand five hundred sixty two & paise forty only.
7		5.3+ 5.44.4	Reinforced cement concrete work in suspended floors & roofs upto five level excluding cost of centring, shuttering and finishing and reinforcement with 1:1½:3(1cement: 1½ coarse sand :3 graded stone agreagate 20 mm niminal size)				
8		5.14	<b>Centering and shuttering</b> including struting, propping etc. and removal of form for -	31.99	SQ.M.	153.70	Rs. One hundred fifty three & paise seventy only.
		5.14.5	<b>Lintels, beams, plinth beams,-</b>				
9		5.25	Providing precase cement concrete jali 1:2:4 (1 cement :2 coarse sand :4 graded stone aggregate 20mm nominal size) reinforced with 1.6 mm dia mild steel wire including roughening cleaning, fixing and finishing in cement mortar, 1:3 (1 cement:3 fine sand) etc. complete excluding plastering of the jambs, sills and soffits.	3.27	SQM	326.20	Rs. Three hundred twenty six and paise twenty only.
		5.25.2	40 mm thick				


  
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10		5.29	<b>Reinforcement for RCC work</b> including straightening, cutting bending, placing in position and binding all complete.	491.78	Kg	61.60	Rs. Sixty one & paise sixty only.
		5.29.7A	Thermo- Mechanically Treated bars TMTC-500- 8mm dia.				
11			<b>6.0 Brick Work (A)</b>	7.63	CU.M	2920.7	Rs. Two thousand nine hundred twenty and paise seventy only.
		6.1 A	<b>Brick work</b> with bricks of class of class designation 100 A in foundations and plinth in :				
		6.1.14A	<b>Cement mortar 1: 6 (1 cement : 6 coarse sand )</b>				
12	12.1	6.1 A	<b>Brick work</b> with bricks of class of class designation 100 A in superstructure upto floor V level in :	15.18	CU. M	3201.10	Rs. Three thousand two hundred one & paise ten only.
		6.1.14 A+6.3A	<b>Cement mortar 1: 6 (1 cement : 6 coarse sand )</b>				
	12.2	6.18.4A	<b>Cement mortar 1: 4 (1 cement : 4 coarse sand )</b>	3.41	SQ.M	362.80	Rs. Three hundred sixty two and paise eighty only.
	12.3	6.18.4A+ 6.19A	<b>Cement mortar 1: 4 (1 cement : 4 coarse sand )</b>	16.28	SQ.M.	393.70	Rs. Three hundred ninety three & paise seventy only
			<b>10.0 Steel Work</b>	16.59	SQ.M.	1904.30	Rs. One thousand nine hundred four & paise thirty only
13		10.7	Providing and fixing 1 mm thick M.S. sheet door & window with frame of 40X40X6 mm angle iron and 3 mm gusset plates at the junction and corners all necessary fittings complete including applying a priming coat of approved steel primer.				
14			<b>11.0 Flooring</b>	19.75	SQM	174.50	Rs. One hundred seventy four and paise fifty only.
		11.4	Cement concrete flooring 1:2:4 ( 1 cement: 2 coarse sand: 4 graded stone aggregate) finished with a floating coat of neat cement including cement slurry, etc. but excluding the cost of nosing of steps etc. complete.				
		11.4.2	40 mm thick with 20 mm nominal size stone aggregate.				

  
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15		11.72	Providing designation 100 - A, <b>BRICK FLAT SOLING</b> joints filled with local sand including cost of watering,taxes and royalty all complete as per building specification and direction of Engineer Incharge.	33.17	SQ.M	164.40	Rs. One hundred sixty four & paise forty only
16		11.76	Providing average 150 mm thick dry remmed Khoa beaten to 112 mm (Compacted with water) made of well burnt or Jhama bricks including ramming properly till compacted thickness is achieved. Curing and carriage of water with all leads, making proper slope and blinding the top with cement mortar, (1: 10) all complete as per building specification and direction of E/1	19.75	SQ.M	226.90	Rs. Two hundred twenty six & paise ninety only
17		13.11.4	<b>Cement Plaster</b> in coarse sand with 12 mm cement plaster 1:6 (1 Cement : 4 Coarse Sand)	94.96	SQ.M.	61.90	Rs. Sixty one & paise ninety only
18		13.24.2	<b>6 mm Cement Plaster</b> to Ceiling of mix - <b>cement plaster 1:4</b> (1 Cement : 4 Coarse Sand)	19.75	SQ.M.	52.80	Rs. Fifty two & paise eighty only
19		13.26	Neat Cement Punning	39.41	SQ.M	21.8	Rs. Twenty one & paise eighty only.
20		13.70.1	White washing with lime to give an even shade <b>New work (three or more coats)</b>	114.71	SQ.M	6.80	Rs. Six & paise eighty only.
21		13.81	Applying priming coat.				
22		13.81.3	With ready mixed zinc chromate yellow primer of approved brand and manufacture on steel galvanized iron/ steel works	37.33	SQM	13.40	Rs. Thirteen and paise forty only.
23		13.94	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade:				
24		13.94.1	Two or more coats on new work over an under coat of suitable shade with ordinary pain+ of approved brand and manufacture.	37.33	SQM	63.90	Rs. Sixty three & paise ninety only.

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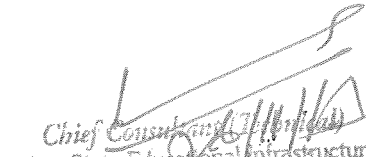
25	25.1	23.2.5	<b>23.0 Pile Work</b> <b>Making 25 cm (10") dia bore up to 4 Mtr Depth below ground with hand auger of approved quality in ordinary soil (Vide classification of soil item A) true to plumb and without eccentricity in any stage of operation and disposal of the excavated earth up to 50 mtr. lead in including all lifts. all complete as per approved design and directions of E/I</b>	30.00	Metre	59.80	Rs. Fifty nine & paise eighty only
	25.2	23.2.6	<b>63 cm (25) UNDER REAM making 63 cm (25) dia under ream</b> at required with hand auger of approved quality in ordinary soil (Vide classification of soil item-A) true to plumb and without eccentricity in any stage of operation and disposal of the excavated earth up to 50 mts. lead in including all lifts. All complete as per approved design and direction of (E/I)	10.00	Each	63.80	Rs. Sixty three & paise eighty only.
26		D.S.R 17.1.1	<b>Sanitary Works</b> <b>Providing and fixing water closet squatting pan (Indian type W.C. pan) with 100 mm sand cast iron P or S tap, 10 litre low white P.V.C. Flushing cistern with manually controlled device (handle level) conforming to IS:7231 Parryware/ Hindware with all fittings and fixtures complete including cutting and making good the walls and floors wherever required.</b>	4.00	Each	2964.10	Rs. Two thousand nine hundred sixty four & paise ten only.
			<b>White Vitreous China Orissa pattern W C pan of size 580 X 440 mm with integral type foot rest.</b>				

*Sub-Station*

  
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27		DSR 17.4	Fixing white vitreous china flat back or wall corner type lipped front urinal basin of 430x260x350mm and 340x410x265mm sizes respectively with automatic flushing cistern with standard flush pipe and C.P. brass spreaders with brass unions and G.I clamps complete, including painting of fittings and brackets, cutting and making good the walls and floors	1.00	Each	6229.90	Rs. Six thousand two hundred twenty nine and paise ninety only.
		DSR 17.4.3	Range of three urinal basins with 10litre white P.V.C. automatic flushing cistern.				
28		DSR 17.7	Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever require :	2.00	Each	1315.35	Rs. One thousand three hundred fifteen and paise thirty five only.
		DSR 17.7.6	White Vitreous China Angle back wash basin size 400x400 mm with single 15 mm C.P brass pillar tap				
29		DSR 18.10.	Providing and fixing G.I.pipes complete with G.I. fittings and clamps, i/c cutting and making good the walls etc.	6.10	metre	161.60	Rs. One hundred sixty one and paise sixty only.
30	30.1	DSR 18.10.1	15 mm nominal bore				
	30.2	DSR 18.10.2	20 mm nominal bore				
	30.3	DSR 18.10.3	25 mm nominal bore				
	30.4	DSR 18.10.4	32 mm nominal				

  
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31		DSR 18.48	Providing and placing on terrace (at all floor levels) polyethylene water storage tank ISI : 12701 marked with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank	500.00	Per litre	6.10	Rs. Six and paise ten only.
32		DSR 18.49.1	<b>Providing and fixing C.P. brass bib cock of approved quality conforming to IS:8931 15 mm nominal bore.</b>	7.00	Each	397.50	Rs. Three hundred ninety seven and paise fifty only.
33		DSR 17.24	Fixing white vitreous china squatting plate urinal with integral rim longitudinal flush pipe.	3.00	EACH	1537.85	Rs. One thousand five hundred thirty seven and paise eighty five only.
34	34.1	DSR 17.28	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete.	2.00	Each	65.30	Rs. Sixty five and paise thirty only.
		DSR 17.28.2	Flexible pipe				
		DSR 17.28.2.1	32 mm dia				
	34.2	DSR 17.28.2.2	40 mm dia	1.00	Each	72.18	Rs. Seventy two and paise eighteen only.
35		DSR 18.17	Providing and fixing gun metal gate valve with C.I. wheel of approved	1.00	each	372.95	Rs. Three hundred seventy two and paise ninety five only.
		DSR 18.17.1	25 mm nominal bore				
36		DSR 18.52	Providing and fixing C.P. brass stop cock (concealed) of standard design and of approved make conforming to IS:8931.	5.00	Each	426.55	Rs. Four hundred twenty six and paise fifty five only.
		18.52.1	15 mm nominal bore.				
37	37.1	12.78	Providing and fixing on wall face unplasticised PVC (working pressure 4 kgf per sqm) rain water pipes conforming to IS : 4985 including jointing with seal ring conforming to IS : 5382 leaving 10 mm gap for thermal expansion.	12.20	MTS	106.35	Rs. One hundred six and paise thirty five only.
		12.78.1	75 mm diameter				
	37.2	12.78.2	110 mm diameter	12.20	MTS	188.40	Rs. One hundred eighty eight and paise forty only.

*Shan R. S.*

*[Signature]*  
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38	38.1	12.79	Providing and fixing PVC pipe fittings with all accessories	4.00	Each	151.25	Rs. One hundred fifty one & paise twenty five only
		12.79.5.2	1) 110mm Plain bend PVC				
	38.2	12.79.4.2	3) 110mm door tee PVC	4.00	EACH	242.30	Rs. Two hundred forty two and paise thirty only.
39		NS	Providing and Laying Bore up to 61m deep including 100 mm dia upto 24 metre length, 40 mm dia upto 31 metre length and 40 mm dia strainer upto 6 metre length all comple bore and supply / installation of 1 H.P jet pump including 32 mm dia G.I pipe upto 18 metre length and 25 mm dia G.I pipe up to 12 metre length all complete job.	1.00	JOB	40000.00	Rs. Forty thousand only.
40		1.1	<b>Internal Electrification Work</b>	20	Each	469.00	Rs. Four hundred sixty nine only.
			Wiring for light point/fan point/exhaust fan point/ call bell poiont with 1.5 sq. mm FR PVC insulated copper conductor single core cable in surface/recessed PVC conduit, with piano type switch, phenolic laminated sheet, suitbale size PVC/ G.I box etc. as required.				
41		1.1.3	<b>Group C</b>	70	Rmt	97.00	Rs. Ninety seven only.
		1.7	Wiring for circuit/ sub main wiring along with earth wire with the following size of PVC insulated, coppber conductor, signle core cable in surface/ recessed PVC conduit as required.				
		1.7.1	2x1.5 sq. mm + 1x1.5 sq. mm earth wire.				
42		1.21	<b>S/F PVC conduit</b> :-Supplying and fixing of following sizes of PVC conduit along with accessories in surface / recess including cutting the wall and making good the same in case of recessed conduit as required.	28	Metre	42.00	Rs. Forty two only.
		1.21.1	20 mm				
43		1.34	<b>S/F Batten holder</b> :-Supplying and fixing batten / angle holder including connection etc. as required.	15	Each	28.00	Rs. Twenty eight only

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		<b>MISCELLANEOUS WORK</b>					
44			<b>CARRAIGE OF MATERIALS</b>	8.35	CU.M	162.76	Rs. One hundred sixty two and paise seventy six only.
	44.1		A) LOCAL SAND ,Avg. LEAD - 3 KM.				
	44.2		B) COARSE SAND ,Avg. LEAD : 128.38KM.	15.31	CU.M	1332.86	Rs. One thousand three hundred thirty two and paise eighty six only.
	44.3		C) STONE CHIPS ,Avg. LEAD : 11.75 KM. By Road + 199 KM. By Rly.	9.35	CU.M	1076.77	Rs. One thousand seventy six and paise seventy seven only.
	44.4		D) BRICKS ,Avg. LEAD- = 8 KM.	14.29	THOUS AND	476.50	Rs. Four hundred seventy six and paise fifty only.
	44.5		E) Cement ,Avg. Lead =5 KM.	127.60	Bags	9.33	Rs. Nine and paise thirty three only.
	44.6		F) Steel ,Avg. Lead =5 KM.	0.49	M.T.	186.50	Rs. One hundred eighty six and paise fifty only.
45			<b>Add extra cost of material for Koshi Commissionary w.r.t Gaya as per SOR, BCD</b>		THOUS AND		Rs. Three hundred fifteen only.
	45.1		<b>Bricks</b>	14.29	AND	315.00	
	45.2		<b>Cement</b>	127.60	Bags	19.64	Rs. Nineteen and paise sixty four only.
				TOTAL Cost = Rs.		360,446.53	
				Add @ 1 % Labour Cess		3,604.47	
				TOTAL Cost = Rs.		364,051.00	
				Say 'Rs'		364,051.00	

Group No. : CT-25		
Sl.N.	Name of Colleges	Amount 'RS'
1	M.L.T. College, Saharsa	364,051.00
2	M.H.M. College, Sonbarsa	364,051.00
3	R.M.M. Law College, Saharsa	364,051.00
4	R.Jha Mahila College, Saharsa	364,051.00
5	R.M. College, Saharsa	364,051.00
6	B.S.S College, Supaul	364,051.00
7	S.N.S,R.K.S. College, Saharsa	364,051.00

Tender approved in favour of Sanjeev Ranjan Sinha@ 2.61% below BOQ rates i.e. total amount comes to Rs. 28,36,394=00 (Rupees Twenty Eight Lacs Thirty Six Thousand Three Hundred Ninety Four Only)

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# बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड

(बिहार सरकार का एक उपक्रम)

शिक्षा भवन, बिहार राष्ट्रभाषा परिषद् कैम्पस, आचार्य शिवपूजम् सहाय पथ, सैदपुर, पटना-800004 (दूरभाष:-0612-2910314)

पत्रांक:- BSEIDC / FIN / 558 / 2013-14 / - 1918

पटना, दिनांक 24/11/13

प्रेषक,

मुख्य परामर्शी (तकनीकी)

सेवा में,

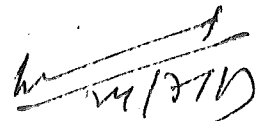
संजीव रंजन सिन्हा,  
चित्रावानी रोड, पूर्णियाँ।

विषय:- राज्य योजनांतर्गत अंगीभूत महाविद्यालयों में शौचालय निर्माण कार्य (CT-25) हेतु अग्रधन की राशि जमा कर एकरारनामा करने के संबंध में।

महाशय,

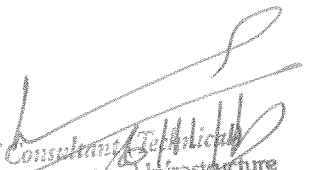
उपर्युक्त विषय के संबंध में कहना है कि उपर्युक्त निविदा हेतु आपके द्वारा निविदित दर जो परिमाण विपत्र के दर से 2.61% (दो दशमलव छः एक प्रतिशत) कम है तदनुसार निविदा की कुल राशि रु० 28,36,394/- (अठाईस लाख छत्तीस हजार तीन सौ चौरानवें रुपये) मात्र आपके पक्ष में स्वीकृत की गयी है।

अतः निदेश दिया जाता है कि अग्रधन की राशि रु० 1,42,000/- (एक लाख बेयालीस हजार रुपये) मात्र का सावधि पाराबुक/राष्ट्रीय बचत प्रमाण पत्र के रूप में प्रबंध निदेशक, बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लि०, पटना के नाम से प्रतिज्ञिप्त (Pledged) हो जमा कर अविलंब एकरारनामा कर लें।

  
मुख्य परामर्शी (तकनीकी)

MRL  
24.07.2013



  
Chief Consultant (Technical)  
Bihar State Educational Infrastructure  
Development Corporation Ltd., Patna  
21.11.13





(14) निविदाकारों द्वारा इस्तेमाल किये जा रहे इन्टरनेट सर्विस में किसी प्रकार का व्यवधान उत्पन्न होने पर कोई भी दावा मान्य नहीं होगा। निविदाकारों को सलाह दी जाती है कि अपने निविदा को समय रहते उपर्युक्त वेबसाइट पर अपलोड कर लें। ताकि अंतिम समय में हंगल किसी प्रकार के व्यवधान से बच सकें।

(15) किसी भी प्रकार की जानकारी अथवा शुद्धि पत्र को वेबसाइट [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) पर प्रकाशित किया जायेगा। बिना कारण बताये निविदा या उसके अंश को अस्वीकृत करने/रद्द करने का अधिकार सक्षम पदाधिकारी को सुरक्षित है।

(16) विशेष जानकारी हेतु अधोहस्ताक्षरी के कार्यालय में कार्य अवधि में सम्पर्क किया जा सकता है। ई-टेन्डरिंग की प्रक्रिया से संबंधित किसी भी प्रकार की जानकारी/सूचना हेतु सहायता कक्षा, 22 टेलीग्राफ कॉलोनी, किदवईपुरी, इनकम टैक्स गोलम्बर के पास, पटना से सम्पर्क किया जा सकता है। दूरभाष सं०- 0612-2523006/9939035696.

प्रबंध निदेशक

*Signature*

*Signature*  
Chief Consultant (Procurement)  
Bihar State Educational Infrastructure  
Development Corporation Ltd., Patna  
21.11.13







**SPECIAL CONDITIONS****(Through e-Procurement mode Only – www.eproc.bihar.gov.in)****TENDER ON PERCENTAGE RATE BASIS**

1. The tenderers are required to deposit the earnest money as prescribed in the NIT.
2. Every page should be signed by the Tenderer. In the event of tender being submitted by a firm, the tender should be signed by the person holding proper power of attorney and the copy of the same should also be submitted.
3. The rates quoted by the contractor should be inclusive of all taxes royalties and other incidental charges.
4. **To qualify for award of work, the Bidder must possess the following :-**  
**(Through e-Procurement mode Only – www.eproc.bihar.gov.in)**
  - a) Legal Status, Place of Registration, Principal place of business & Power of attorney of signatory bid.
  - b) DD for required value of B.O.Q. Cost as mentioned in NIT.
  - c) Sufficient Earnest Money Deposit as mentioned in NIT.
  - d) Certificate from Chartered Accountant of Annual Financial Turn over which should not be less than 50 % of the estimated cost of works for which bid has been invited in any one year and to be submitted for last five years as mentioned in Technical bid.
  - e) Certificate from EE for Work Experience of Similar nature (Satisfactory completed at least one similar work of value not less than 25 % of estimated value of contract) in last five years as mentioned in Technical bid.
  - f) Litigation History as mentioned in Technical bid.
  - g) Affidavit for the statement/Document attached is true as mentioned in Technical bid.
  - h) Valid Registration with Central/ State Govt. / PSU.
  - i) Valid labour license as mentioned in Technical bid.
  - j) Valid Character Certificate as mentioned in Technical bid.
  - k) Certificate/Affidavit for not been Debarred.
  - l) Technical staff they possess as mentioned in Technical bid.
  - m) PAN Card.
  - n) Availability of key items of Contractor's Equipment as mentioned in Technical bid.
5. The tender without earnest money or insufficient earnest money submitted with the tender, will be outright rejected.
6. Conditional tenders shall be outright rejected.
7. After approval of rates by the competent authority the contractor shall have to deposit the initial security money within 10 days of the receipt of the written work order failing which his tender shall be rejected and earnest money forfeited.
8. Authority shall reserve the right to reject any or all the tenders or distribute the work to more than one contractor without assigning any reason.
9. Any claim for idle labours on any account shall not be entertained.
10. The contractor shall arrange necessary site for accommodation and other facilities like medical etc. For his labour on his own cost and initially will comply with labour rules prevalent in the locality.



(Seal & Signature of Tenderer)

Chief Consultant (Technical)  
 Bihar State Educational Infrastructure  
 Development Corporation Ltd., Patna  
 21-11-13

11. The contractor shall be solely responsible for any damage occurred at site due to negligence of the labour or other staff and any damage shall be recovered from the contractor.
13. It will be obligatory on the part of the tenderer to keep his tender open for 120 days from the date of opening of tender.
14. The contractor shall not be entitled to any claim or compensation on account of any loss suffered by him due to :-
  - a. Natural calamities
  - b. Act of enemies.
  - c. Transport and procurement difficulties.
  - d. Circumstances beyond the control of the state.
15. No work beyond agreement shall be executed by the contractor unless specifically ordered by the Engineer –in- charge in writing on " SITE ORDER BOOK" . The claims for such work shall be submitted regularly in every month. If the claim is not received in the month to which it relates, it will be treated as time barred & may be disallowed.
16. Income Tax & Sales Tax will be deducted from the Bill of Contractor as per prevailing Government Circular.
17. The contractor shall make his own arrangement for water and light at the work site.
18. The contractor should offer all facilities to the departmental officers for supervision, taking measurement, checking of the bill etc. and damage occurred during this process will be made good by him without any extra cost.
19. Items ordered and done if not included in sanctioned rates will be payable after approval of rates by the competent authority.
20. The Tenderer must not quote their rate more than 15 % below Bill of Quantity rates otherwise their tender will be outright rejected being unworkable for this work.
21. The Electrical work must comply with Indian Electricity rules 195 as well as the general specifications for electrical works 1972 for up-to-date specification etc.
22. If any departmental materials will be supplied to the contractor the cost for carriage etc. will be borne by the contractor.
23. The Contractor shall be solely responsible for supply and use of sub standard materials. The contractor's Engineer will also be held responsible for execution of such substandard works. This will form Part of F-2 Agreement and become Clause no. 27 , and the existing Clause no. 27 of F-2 agreement shall become Clause no. 28.
24. The Defect liability Period shall be 1 (One) Year from the date of completion of the work.

-----X-----

Page 2 of 2

  
(Seal & Signature of Tenderer)  
Chief Consultant (Technical)  
Bihar State Educational Infrastructure  
Development Corporation Ltd., Patna  
21.11.16

# बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड

(बिहार सरकार का एक उपक्रम)

शिक्षा भवन, बिहार राष्ट्रभाषा परिषद् कैम्पस, आचार्य शिवपुजन सहाय पथ, सैदपुर, पटना-800004 (दूरभाष:-0612-2910314)

पुनर्निविदा आमंत्रण सूचना संख्या-03 वर्ष 2013-14

प्रतिशत मद दर निविदा

(केवल ई-टेन्डरिंग पद्धति के अनुसार वेबसाइट [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) पर)

1. राज्य योजनांतर्गत अंगीभूत महाविद्यालयों में शौचालय निर्माण कार्य हेतु निम्नांकित पुनर्निविदा आमंत्रित की जाती है। कोई भी संवेदक जो केन्द्रीय/राज्य सरकार/सार्वजनिक क्षेत्रों में निबंधित हो, निविदा में भाग ले सकते हैं परन्तु इस निगम का रजिस्ट्रेशन कराना, उक्त कार्य का लेटर ऑफ एक्सेपटेंस प्राप्त होने के बाद अनिवार्य होगा :-

क्र म	ग्रुप संख्या		महाविद्यालय का नाम	प्राक्कलित राशि (लाख रु०)	अग्रधन की राशि (लाख रु०)	परिमाण विपन्न की राशि (रु०)	कार्य समाप्ति की अवधि
1	C.T-11	1	A.M.College ,Gaya	33.34	0.67	6150.00	6 Months
		2	G.B.M College, Gaya				
		3	Jagjivan College,Gaya				
		4	S.M.S.G College,Gaya				
		5	S.N.S College,Gaya				
		6	Gaya College,Gaya				
		7	R.L.S.Y College,Aurangabad				
		8	K.S.M. College,Aurangabad				
		9	A.N.S College,Nabinagar, Aurangabad				
		10	S.Sinha College,Aurangabad				
2	C.T-13	1	K.L.S.College,Nawada	27.45	0.55	6150.00	6 Months
		2	Kishan College, Sohsarai,Nalanda				
		3	Nalanda Mahila College, Biharsarif				
		4	R.M.W. College, Nawada				
		5	S.N.Sinha College,Warisaliganj				
		6	S.P.M. College,Udantpuri, Biharsarif				
		7	S.U. College,Hilsa				
		8	T.S. College,Hisua				
3	C.T-16	1	J.K. College, Biroul	36.89	0.74	6150.00	6 Months
		2	J.N College, Nehra				
		3	M.K.S College,Trimuhan, Chandauna				
		4	Jagdamba Sans. College,Batho Darbhanga				
		5	Umesh Sans.College,Tarauni, Darbhanga				
		6	M.L.S.M. College,Darbhangha				
		7	Baba Saheb Ram Sans. College,Pacharhi, Darbhanga				
		8	Purnima Ram Pratap Sans. College,Baigani,Darbhangha				
		9	Ramawatar Gautamm Sans. College, Ahilyasthan,Darbhangha				
		10	Laxmi Narayan Rameshwar Sans. College Jaudeo Patti,Darbhangha				
4	C.T-18	1	J.N. College, Madhubani	26.09	0.52	6150.00	6 Months
		2	R.K. College, Madhubani				
		3	J.M..D.P.L.M. College,Madhubani				
		4	Nandan Sans. College,Madhubani				
		5	Kalyani Mithila College, Madhubani				
		6	Madaneshewar Sans. College, Madaneshewar Sthan, Madhubani				
		7	Nirmali College, Nirmali				

Chief Consulting (Technical)  
Bihar State Educational Infrastructure  
Development Corporation Ltd., Patna

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5	C.T-23	1	G.L.M. College Banmankhi	28.96	0.58	6150.00	6 Months
		2	T.P. College, Madhepura				
		3	H.S. College, Udakishanganj				
		4	K.P College, Murliganj				
		5	Nehru College, Bahadurganj				
		6	L.K.M. College, Birpur				
		7	B.N.M.V. College, Madhepura				
		8	P.Sc. College, Madhepura				
6	C.T-25	1	M.L.T. College, Saharsa	29.12	0.58	6150.00	6 Months
		2	M.H.M. College, Sonbarsa				
		3	R.M.M. Law College, Saharsa				
		4	R.Jha Mahila College, Saharsa				
		5	R.M. College, Saharsa				
		6	B.S.S College, Supaul				
		7	S.N.S.R.K.S. College, Saharsa				
		8	Ugratara Bharati Mandan Sans. College, Mahishi, Saharsa				
7	C.T-26	1	SRKG College, Sitamarhi	18.26	0.37	5000.00	6 Months
		2	JS College, Chandauli				
		3	RSM College, Sitamarhi				
		4	SLK College, Sitamarhi				
		5	RSS Sc. College, Sitamarhi				

(नोट :- निविदाकार एक या अधिक ग्रुप में अलग-अलग निविदा डाल सकते हैं।)

- (2) विज्ञापन निर्गत करने की तिथि :- दिनांक:- 25.04.2013
- (3) परिमाण विपत्र प्राप्त करने(डाउनलोड) की अवधि एवं समय :- दिनांक:- 05.05.2013 से 20.05.2013, 15:00 घंटा  
(वेबसाइट: [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) पर)
- (4) प्री बिड मीटिंग का समय, स्थान एवं तिथि :- दिनांक:- 10.05.2013, 14:30 घंटा प्रबंध निदेशक का कार्यालय, बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम, पटना।
- (5) निविदा प्राप्ति(अपलोड) की अंतिम तिथि एवं समय :- दिनांक:- 21.05.2013, समय:- 15:00 घंटा
- (6) टेक्निकल बिड खोलने की तिथि एवं समय :- दिनांक:- 22.05.2013, समय:- 15:30 घंटा  
(वेबसाइट:- [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) पर)
- (7) वित्तीय बिड खोलने की तिथि एवं समय :- दिनांक:- 28.06.2013, समय:- 16:00 घंटा
- (8) निविदा खोलने का स्थान :- वेबसाइट:- [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) पर
- (9) निविदा की वैधता की अवधि :- 120 दिन
- (10) ई-टेन्डरिंग की प्रक्रिया में भाग लेने हेतु संवेदकों को पंजीकृत होना होगा, जिससे कि उन्हें उपयोगकर्ता का नाम (user ID) पासवर्ड (Password) अंकीय हस्ताक्षर (Digital Signature) निर्गत की जायेगी। यह उन्हें वेबसाइट [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) से डाउनलोड करने/टेन्डर की प्रक्रिया में भाग लेने की योग्यता प्रदान करेगा।
- (11) ई-निविदा पत्र वेबसाइट [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) से प्राप्त किया जा सकता है। संवेदक द्वारा सिर्फ उपर्युक्त वेबसाइट से ही परिमाण विपत्र प्राप्त करने के उपरांत वेबसाइट पर ही इलेक्ट्रॉनिक निविदा पत्र को भरकर भेजना है। अन्य सभी महत्वपूर्ण कागजात/बैंक ड्राफ्ट/अग्रधन की राशि/सभी प्रमाण पत्र जो निविदा के लिए आवश्यक है को स्कैन कर ई-निविदा के साथ संलग्न करना अनिवार्य है। साथ ही संलग्न दस्तावेज का एक Hard copy, जो प्रत्येक पृष्ठ पर स्वहस्ताक्षरित हो मिलान हेतु BSEIDC Ltd. पटना के कार्यालय में निविदा प्राप्ति की अंतिम तिथि के एक दिन बाद तक यानी दिनांक-22.05.2013 के अपराह्न 15:00 घंटे तक एक अलग लिफाफे में जमा करना भी आवश्यक होगा।
- (12) परिमाण विपत्र के दर से कम दर उद्धृत करने पर बीड डाक्यूमेंट की शर्तों एवं सरकारी निर्णयानुसार अतिरिक्त Performance Guarantee एकरारनामा के पूर्व जमा करना होगा।
- (13) (क) प्रत्येक परिमाण विपत्र का मूल्य जो प्रत्येक निविदा के सामने उपर कण्डिका (1) में अंकित है (जो लौटाया नहीं जाएगा) किसी भी राष्ट्रीयकृत बैंक द्वारा निर्गत एवं BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. के नाम से एवं पटना में भुगतान हो, स्वीकार किया जायेगा। मूल बैंक ड्राफ्ट "बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड" पटना के कार्यालय में दिनांक 22.05.2013 के 15:00 घंटे तक जमा किया जाना है। ऐसा नहीं करने पर निविदा मान्य नहीं होगा।

(ख) वांछित अग्रधन की राशि राष्ट्रीय बचत पत्र/डाकघर सावधि जमा 3 वर्षीय या 5 वर्षीय पासबुक बिहार वित्त नियमावली के अनुसार जो बिहार राज्य से क्रय या जमा किया हो, प्रबंध निदेशक, BSEIDC Ltd., पटना के नाम प्रतिज्ञित (Pledged) अथवा एक करोड़ से अधिक की कार्य के लिए बैंक गारन्टी जो बिड के मान्य अवधि तक के लिए बिहार अवस्थित किसी राष्ट्रीयकृत/अनुसूचित बैंक से निर्गत हो (अगर बिहार प्रान्त के बाहर के बैंक से निर्गत बैंक गारन्टी दिया जाता है तो एकरारनामा के पूर्व इसे बिहार अवस्थित किसी बैंक से निर्गत किया जाना होगा) के रूप में प्रबंध निदेशक का कार्यालय बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड, पटना में दिनांक 22.05.2013 के 15:00 घंटे तक जमा किया जाना है। ऐसा नहीं करने पर निविदा मान्य नहीं होगा।



I/We hereby tender for the execution for the Governor of Bihar of the work specified in the under written memorandum at the rates specified therein within a period of \_\_\_\_\_ years \_\_\_\_\_ month from the date of written order to commence and in accordance in all respects with the specifications designs, drawing, and other documents referred to rule hereof and Subject to the annexed conditions of contract and with such materials as are provided for by and in other respects in accordance with, such conditions so far as applicable.

(a) If several sub-work are included they should be detained in a separate list.

(b) This deposit will be 5% of the estimated cost of the Work.

(c) This percentage deduction from bills will be credited to the contractors security deposit.

(A) Name of work .....

(b) Estimated cost .....

(c) Earnest money .....

(d) Initial security deposits (including earnest money) to be deposited before the commencement of the work .....

(e) Percentage to be deducted from bills Rs. 5% (Rupees five percent)

(f) Time required for the work from date of written order to commence ..... monthly

(g) Date of written order to commence

(h) Total number of item of work tendered for

Item No.	Item of work	RATE TENDERED		Per
		In figures	In words	

Chief Consultant (Technical)  
Bihar State Educational Infrastructure  
Development Corporation Ltd., Patna



Item No.	Item of work	RATE TENDERED		Per
		In figures	In words	





Item No.	Item of work	RATE TENDERED		Per
		In figures	In words	

Sh. P. S.

should this tender be accepted I/we hereby agree to abide by and fulfil all conditions and provisions of the said conditions of contract annexed hereto so far as applicable to the contractors in office the sums of money mentioned in the said conditions.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

\*Signature of contractor before commission of tender

Signature of witness to contractor's signature

The above tender is hereby accepted by me on behalf of the Governor

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

signature of the  
accepting the

Acceptances communicated on.....

signature of  
taking th

### CONDITIONS OF CONTRACT.

Compensation

Clause 1:- All compensation or other sums of payable by the contractor Government under the terms of his contract may be deducted from, paid by the sufficient part of his security deposit or from the interest arising therefrom or from any other source which may be due or may become due to the contractor by Government on any whatsoever and in the event of his security deposit being reduced by reason of deduction or sale as aforesaid, the contractor shall within ten days thereafter make cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or arising by, sale of his security deposit of any part thereof

The work should not be considered until such date as the Executive Engineer shall certify as the date on which the work is finished after necessary rectification of defects as pointed by the Executive Engineer or his authorised agents are fully satisfactory to the Engineer's satisfaction.

Clause 2 :- The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the period of the contract be carried on with all due diligence (time being deemed of the essence of the contract on the part of the contractor or ) and the contractor shall compensate an amount equal to ½ percent on the amount of the estimated cost of the work as shown by the tender for every day that the work remains uncommenced or uncompleted after the proper date. And further to ensure good progress during the execution of the contract the contractor shall be bound in all cases in which the time allowed for any work is more than one month to complete one fourth of the whole of the work before one fourth of the time allowed under the contract has elapsed one-half of the work before one-half of the time allowed has elapsed and three-fourths of the work, before three-fourths of such time has elapsed in the event of the contractor failing to comply with this condition, I shall be liable to compensate an amount equal to ½ percent on the said estimated cost of the work for every day that the due quantity of work remains incomplete provided always that the amount of compensation to be paid under the provisions of the clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Action when person's security deposit forfeited

Clause 3 :- In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole or part of his security deposit in the hands of Government (where paid in one sum or by instalments) the Executive Engineer on behalf of the Bihar Government shall have power to adopt any of the following courses, as he may deem best suited to the interests of Government -

(a) To rescind the contract (of which rescind notice in writing to the contractor in the hand of the Executive Engineer shall be conclusive evidence) and in which case the deposit of the contractor shall stand forfeited, and be absolutely at the disposal of Government.

(b) To employ labour paid by the Public Works Department and to supply materials to carry out the work, or any part of the work, debiting the construction with the cost of the labour and the price of the materials (of the amount of which cost and price certificate of the Engineer-in-charge shall be final and conclusive against the contractor), and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract, the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.

(c) To measure up the work of the contractor and to take such part of the work of the contractor as shall be unexecuted out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Executive Engineer shall be final and conclusive) shall be born and paid by the original contractor and made be deducted from any money due to him by Government under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagement, or made advances on account of or with a view to execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, contractor shall not be entitled to recover or be paid any sum for any work there-to-fore actually performed under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the values so certified.

Clause 4 :- In any case in which any of the powers, conferred upon the Executive Engineer by clause 3 thereof shall have become exercisable and the same shall not be exercised the non-exercise thereof shall not constitute waiver of the conditions here and such power shall not with standing be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected in the event of the Executive Engineer putting in force the powers vested in him under the preceeding clause he may, if so desires, take possession of all or any tools, plants, materials and store, in or upon the works of the site thereof or belonging to the contractor or procured by him and intended to be for the execution of the work or any part thereof paying or allowing for the same in the contract at the account rates, or in case of these not being applicable at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final, otherwise the Executive Engineer may notice in writing to the contractor or his clerk of the work, foreman or other authorised agent require him to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice) and in the event to the contractor failing to comply with any such requisition the Executive Engineer may remove them at the contractor expense or sell them by auction or private sale on account of the contractor and at his risk in all respect, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale be final and conclusive against the contractor.

Clause 5 :- If the contractor shall desire any extension of the time for completion of the work, on the ground of his having been unavoidably hindered in its execution or on any other ground other than those mentioned in clause 12 (a) he shall apply in writing to the Executive Engineer within 40 days from the date of starting of the hinderance on account of which he desires such extension as aforesaid and the Executive Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown thereof authorised such extension of time, if any, as may in his opinion be necessary or proper. The Executive Engineer shall at the same time inform the contractor whether he claims compensation for the delay.

contractor remains liable to pay compensation if action not taken under clause 2.

Power to take possession of or require removal of or sell contractor plant.

Extension of time

Final certificate

Clause 6 :- On completion of the work, the contractor shall be furnished with by the Executive Engineer (herein after called the Engineer-in-charge) of such certificate no such certificate be given, nor shall the work be considered to be complete until the work shall have removed from the area of the premises (to be distinctly marked by the Engineer in the site plan) on which the work shall be executed all scaffolding surplus and rubbish, and cleaned of the dirt from all wood-work, doors, windows, walls, floors and parts of any building, in upon or about which the work is to be executed, or of which the contractor has had possession for the purpose of the execution thereof, not until the work shall be measured by the officer of the Public Work Department in accordance with rules of measurement whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding materials and rubbish and cleaning off dirt on or before the date fixed for completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding materials and rubbish and dispose of the same as the thinks fit and clean of such dirt and the contractor shall forth with pay amount of all expense so incurred, and shall not claim in respect of any such scaffolding or surplus materials as aforesaid, except the amount actually realised by the sale thereof.

Payment of in terms date certificate to be regarded as advance and Bill to be submitted monthly.

Clause 7:- A bill shall be submitted by the contractor each month or before the work is completed by the Engineer-in-charge for all work executed in the previous months and the Engineer-in-charge or his subordinate shall take the requisite measurement for the purpose of the bill, the same verified and the claim, as far as admissible, adjusted, if possible, before the date fixed for the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer in-charge or his subordinate shall measure up the work in the presence of the contractor whose counter signature on the measurement will be sufficient warrant, and the Engineer-in-charge or his subordinate shall prepare a list of materials from such list which shall be binding to the contractor in all respects.

Provided that, if any balance of the 10% security is outstanding from each bill, 5% shall be deducted so much not exceeding 5% may be necessary to make up the balance of the security. All such intermediate payment to the contractor shall be regarded as payment in advance against the final payments only and not as payments for work actually completed and shall not preclude the repainting of bad, unsound and imperfect or unfit for use to be removed and taken away and reconstructed or recreated be considered as a part of due performance of the contractor, or any part thereof in any respect, or the contractor's claim nor shall it conclude, determine or affect in any way the powers of the Engineer-in-charge under these conditions or any of them as so the final settlement or adjustment of the bill or in any other way vary or affect the contract.

Clause 8 :- The final bill shall be prepared by the officer of the Public Work Department in accordance with the rules of the department in the presence of the contractor within the time fixed for completion of the work.

Stores supplied Government

Clause 9:- If the specification or estimate of the work provides for the use of materials, the description of material to be supplied from the Engineer in-charge's stores or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge, the conditions of this contract or (such materials and stores, and the prices to be charged for the same as herein after mentioned being so far as practicable for the convenience of the contractor) not so as in any way to control the meaning or effect of this contract are specified in the memorandum here to annexed) the contractor shall be supplied with such materials as noted in the annexed such schedule required from time to time to be used by the contractor for the purposes of the contract, only and the value of the full quantity of materials actually supplied at the rates specified in the said schedule may be set off or deducted from the amount then due or there after to become due to the contractor under the contract or from the security deposit, or the proceeds of sale thereof, if the same is not sufficient Government security the same or sufficient portion thereof in this case sold for the materials supplied to the contractor shall remain the absolute property of Government and shall not on any accounts be removed from this site of the work and shall at all times

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Development Corporation Ltd., Patna



inspections by the Engineer-in-charge. Any such materials unused and in correctly in good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-charge's store, at the prevailing market rate or at the issue rate whichever is less if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials unless with such consent and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage to or any such materials.

Clause 10 :- The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, fully and faithfully to designs, drawings, and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to access at such office, for the purpose of inspection during office hours, and the contractor shall, if he so require be entitled at his own expenses to make or cause to be made copies of the specification, and of all such designs, drawings and instructions as aforesaid.

Clause 11 :- Engineer-in-charge shall have power to make any alteration in additions to the original specifications, drawings and instructions that may appear to him to be necessary or advisable during the progress of the work. The contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge, and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender of the main work. The time for completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion and to the additional work includes any class of work, for which no rates is specified in this contract then such class of work shall be carried out at the rates entered in the sanctioned schedule or rates of the locality during the period when the work is being carried on and if such last mentioned class of work is not entered in the schedule of rates of the district then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-charge does the rate which in his intention to charge for such class of work and if the Engineer-in-charge does not agree to this rate he shall be noticed in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the contract shall commence work or in our any expenditure in regard thereof before the rate shall have been determined as lastly herein before mentioned then and in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge in the event of a dispute the decision of the superintending Engineer of the circle will be final.

Provided always that the contractor shall not be entitled to any payment for any additional work done unless he has received an order in writing from the Engineer-in-charge for he additional work the contractor shall be bound to submit his claim for any additional work done during any month on or before the 15th days of the following month accompanied by a copy of the order in writing of the Engineer-in-charge for the additional work and that contractor shall not be entitled to any payment in respect of such additional work if he otherwise submit his claim within date aforesaid period.

Clause 12 :- If at any time after the commencement of the work the Government of Bihar shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alteration having been made in the original specification, drawing, designs and instruction which shall involve any installment of the work as originally contemplated clause 12 (a) As contained in G O 1929 dated 11.9.56.

Work to be executed accordance with specification drawing other etc.

Alteration in specifications and designation.

Do not invalidate contract

Time in consequence of alteration

Rate for work not in estimate or schedule of rates of the district.

Compensation for alteration in or restriction of work to be carried out.

*Signature*

*Signature*  
21-11-56

Clause 12 (a) The contractor shall not be entitled to claim any compensation suffered by him on account of delay by or on behalf of Government in the supply of stores which the Government may have undertaken to supply where such failure is

(i) natural calamities, (ii) act of enemies, (iii) transport and procurement difficulties circumstances beyond the control of the state Government.

In case of such failure in delay in the supply of materials or stores on an application by the contractor within 30 days from the date of such failure or delay, such extension of time shall be granted to the contractor for completion of the work as shall appear to the Engineer reasonable in accordance with the circumstances of the case. The decision of the Engineer as to the extension of time shall be accepted as finally by the contractor.

Action and compensation payable in case of work.

Clause 13 :- If it shall appear to the Engineer-in-charge or his subordinate in-charge the work that any work has been executed with unsound, imperfect or unskilful work with materials of any inferior description, or by any materials or articles provided by execution of the work are unsound or of a quality inferior to that contracted for at or in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the inadvertent error passed certified and paid for, forthwith rectify or re-contract the work so specified in whole or in part as the case may require. The contractor shall remove the articles so specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of failing to do so within the period to be specified by the Engineer-in-charge in his demand aforesaid the contractor shall be liable to pay compensation of one percent, on the amount of the estimate for every day not exceeding ten days. If the contractor fails to do so shall continue and in the case of any such failure the Engineer-in-charge may certify or remove, and re-execute the work or remove and replace with others, the articles complained of as the case may be at the risk and expense in all respects of the contractor.

Work to be taken to inspection

Clause 14 :- All work under in course of execution or executed in part by the contractor shall at the times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours and all other time at which reasonable notice of the intimation of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself or by a responsible agent to receive orders and instruction, or have a responsible agent duly credited in writing to that purpose orders given to the contractor's agent shall be considered to have the same effect as if they had been given to the contractor himself.

Contractor or responsible Agents to be present.

Clause 15 :- The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or placing beyond the reach of measurement of any work in order that the same may be inspected and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement of any work without the consent in writing of the Engineer-in-charge or his subordinate-in-charge. If work shall be covered up or placed beyond the reach of measurement without such notice being given or consent obtained, the same shall be uncovered at the contractor's expense and in default thereof no payment or allowance shall be made for such work on materials with which the same was effected.

Notice to be taken before work covered up.

Clause 16 :- If the contractor or his work-people, or servants shall break, damage or destroy any part of a building in which they may be working or any building, road, fence enclosure waterpipes, cables, drains, electric or telephone posts or wires, tree or grassland or cultivated ground contiguous on which the work or any part of it is being executed or if any damage shall happen to the work, while in progress from any cause whatsoever, the contractor shall be liable to make good the same within three months (six months in the case of a building) after a certificate final or other of its completion shall have been given by the Engineer-in-charge.

as a fore seal, the contractor shall make the same good at his own expense, or in default, the Engineer-in-charge may cause the same to be made good by other worksmen and deduct the expense of which time thereafter may become due to the contractor, or from his security deposit, or the proceed of sale thereof, or of a sufficient portion thereof of the security deposit at the contractor shall not be refunded before the expiry of three months (six months in the case of a road-work) after the issue of the certificate final or otherwise of completion of work provided that in the case of a road work if in the opinion of the Engineer-in-charge behalf of the security deposit will be refundable after three months of the issue of the said certificate of completion

Contractor liable for damage done and for imperfection a months and after certificate

Clause 17 :- The contractor shall supply at his own cost all materials (except such special materials) if any as may in accordance with the contract be supplied from the Engineer-in-charge's stores). Plants, tools, application, implements, ladders, cordage, tackle scaffolding and temporary works requisits or proper for the proper execution of the work whether original, altered or substituted and whether include in the specification or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for purpose of satisfying or complying with the requirement of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied which he is entitled to require together with carriage therefore to and form the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials failing his so doing the same may be Provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear to expenses of defence of every suit action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

Contractor to supply to plant/ladder scaffolding etc.

And is liable for damage arising for non-provision of light fencing etc.

Clause 18 :- No female labour shall be employed within the limits of contonment. The contractor shall not employ for the purpose of his contract any person who is below the age of twelve years and shall pay to each labour for the work done by such labourer wages not less than the wages paid for similar work in the neighbourhood.

Work not to be subject

The executive Engineer shall have the right to enquire into the case and decide any complaint alleging that the wages paid by the contractor to any labourer for the work done by such labour is less than the wages paid for similar work in the neighbourhood.

The officer in-charge of the work shall have the right to decide whether any labourer employed by contractor is below the age of twelve years and to refuse to allow any labourer whom he decided to be below the age of twelve years to be employed by the contractor.

Clause 19 :- The Contractor shall not be assigned or subject without the written approval of the Executive Engineer. And if the contractor shall assign or subject his contract, or attempt so to do, or become insolvent proceedings to make any composition with his creditors or attempt so to do, or if any bribe, gratuity, gift loan, requisite, reward or advantage pecunary of otherwise, shall either directly or indirectly be given promised, or offered by the contractor, or any of his servant or agents to any public officer or person in the employ of Government in any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract the Executive Engineer may there upon by notice in writing rescind the contract. The security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequence shall ensure as if the contract had been recinded under clause 3 here of, in addition the contractor shall not be entitled to recover or be paid to any work therefore actually performed the under the contract.

Contract may be resinded and security deposit forfeited for subletting bribes or if contractor become insolvent

*[Handwritten signature]*  
20/11/16

Such payable by way of compensation to be considered reasonable compensation without reference to actual loss

Clause 20 :- All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Government and no reference to the actual loss or damages sustained and there of not any damage shall have been sustained.

Charges in constitution of firm.

Clause 21 :- In the case of a sender by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge or his representative.

In case of failure to notify the change in the constitution within fifteen days the Engineer-in-charge may by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the consequences shall ensue as if the contract has been rescinded under clause 3 hereof. In addition the contractor shall not be entitled to recover or be paid for any work therefore performed under the contract.

Works to be under direction of Suprintending Engineer

Clause 22 :- All work to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the superintending Engineer of the circle for the time being who shall be entitled to direct at what point or points and in what manner the work are to be commenced, and from time to time carried on.

Clause 23 :- In case any dispute or difference shall arise between the parties of there upon any question relating to the meaning of the specifications, designs, drawings, instructions here before mentioned or as to the quality of workmanship or materials used in the work or as to the construction of any of the conditions or any clause or thing there in or as to any question, claim, rights of the parties, or any matter, or things whatsoever arising out of or relating to the contract designs, drawings specifications, estimates, in the order of these conditions or otherwise concerning the work or the execution, or failure to perform the same whether arising during the progress of the work or after the completion or breach thereof or as the breach of those contract then either party shall forthwith give to the other a notice of such dispute or difference and such dispute or difference shall be referred to the Superintending Engineer of the circle and his decision there on shall be final, conclusive and binding on the parties.

Lum sum in estimate

(a) Clause 24 :- When the estimate on which a tender is made includes lump sum in respect of the contract shall be entitled to payment in respect of the items or work involved in the work in question the same rates as are payable under this contract such terms, for if the work in question is not in the opinion of the Engineer-in-charge, capable of measurement the Engineer-in-charge, may at his direction pay the lump sum amounts entered in the estimate. The certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum payable to him under the provision of this clause.

Action where no specification.

Clause 25 :- In the case of any class of work for which there is no such specification is mentioned in rule 1, such work shall be carried out in accordance with the circle specification and in the event of there being no circle specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Definition of works

Clause 26 :- The expression "work" or "works" where used in these conditions shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the work by or virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

Clause 27 :- The terms and conditions of the agreement have been read/explained and ..... certify ..... clearly understand them.

Witness.

Contractor.

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