

विहार BIHAR

Name of Work

AGREEMENT No. 43 SBD OF

: "Construction of Senior Secondary Schools on Panchayat Level in Bihar-Group no. SSSM-44 A (U.M.S. at Harpur in the District

of Gopalgani)

Name of Agency

Sai Highway & Builders Pvt. Ltd.

Date of Commencement

10-06-2017

Time of completion

Fifteen Months Rs. 1,33,07,837/-

Estimate Cost Agreement Value

Rs. 1,23,40,357/- (7.27% below BOQ rates)

Earnest Money

Performance Security Rs.5,42,000/- (Details attached)

Infrastructure Development Corporation Ltd. Patna. Hereinafter called the Employer of the first part and Sai Highway & Builders Pvt. Ltd., 208, Verma Centre, Boring Road, Patna, Bihar hereinafter called "the Contractor of the other part".

Whereas the Employer's is desirous that the Contractor execute "Construction of Senior Secondary Schools on Panchayat Level (Scheme-SSSM) in Bihar- Group no. SSSM-44 A hereinafter called "the work" and the Employer has accepted the Bid by the Contractor for the execution of such work and the remedying of any defects therein, at a cost of Rs. 1,23,40,357/-(Rupees One Crere Twenty Three Lac Forty Thousand Three Hundred Fifty Seven Only.)

vt. Ltd.

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Performance Security

Name of Agency - "Sai Haighway & Builders Pvt. Ltd."

Performance Security of "Sai Haighway & Builders Pvt. Ltd." of "SSSM-44A"

FDR No.

DOI

<u>Amount</u>

300203030205333

28.08.15 To 28.08.18

542000.00

(Rupees Five Lacs Forty Two Thousands Only)

विहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लि०, पटन

B.S.E.I.D.C. Ltd. Patna

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MISTATE EDUCATIONAL INFRASTRUCTURE DEVELO

Shibaka Bhawan, Bihar Rastrabhasa Parishad Campus ,Acharya Shiv Pujan Sahay Path, Saidpur, PATNA-800004. (Tel. No: 0612-2910314)

Letter of Acceptance

Letter no :- BSEIDC/TECH/163/2014- 4257

With refrence to N.I.T. No.-37/2014-15, Dated-27.02.2015 for execution of "Construction Senior Secondary School (MSDP) buildings in Bihar" the bids have been accepted in favour of the Agencies

Sent	er details be	ow:			Estimated	Tenderd	Performance	Time of
SL. NO	Name of Groups	Name of District	Name of School	Name of Agency	Cost In (Rs.)	Value In (Rs.)	Security in (Rs.)	Completio In Month
	SSSM-38	सीतामकी	एम० एस० बिलिहिया	M/S Shree Shiv Construction Vill+ P.O Janadh, P.S Aurai, Distt Muzaffarpur	1,35,46,000	1,24,81,284	5,85,000	15 माह
2	SSSM- 39A	मधुबनी	एम० एस० मसनगिया	Kamalpura Construction Company Pvt. Ltd, Kishore Nagar, Bhagwanpur, Muzaffarpur	1,37,59,037	1,26,19,789	6,18,000	15 माह
3	898M- 398	मधुबनी	एम० एस० मलनगिया	Kamalpura Construction Company Pvt.Ltd., Kishore Nagar, Bhagwanpur, Muzaffarpur	1,37,57,893	1,25,80,217	6,33,000	15 मार्ह
4	SSSM- 39C	मधुबनी	यू०एम०एस० बाछटोल रामपुर	Kamalpura Construction Company Pvt. Ltd., Kishore Nagar, Bhagwanpur Muzaffarpur	1,37,85,548	1,24,06,993	7,14,000	15 भार
	SSSM-40	म्बुबनी	व्यारक स्टब्स् व्यारक स्टब्स्	Kamatpura Construction Company Pvt, Ltd., Kishore Nagar, Bhagwanpur Muzaffarpur	1,37,99,148	1,25,87,583	6,48,000	१५ माह
6	SSSM-41	सुपौल	मध्य विद्यालय नरपतट्टी	Madan Kumar Singh Vill:-Pathargatthi, P.O Baljora P.S Triveniganj, Dist Supaul	1,41,87,489	1,30,36,884	6,27,000	15 मार
7	SSSM- 43A	गोपालगंज	यू० एम० एस ० संतपुर	Kumar Manash Construction Pvt. Ltd., Sarya, Ward No 13, Gopalgani	1,33,22,469	1,24,89,815	4,84,000	15 Hi
8	SSSM- 43B	गोपालगंज	यू० एम० एस० शेखपरसा	Savitri Technocrates Pvt. Ltd. Kaithwalia, Ward No 7, Distr- Gopolgan	1,33,00,643	1,28,01,869	3,77,000	15 मा
9	SSSM- 43C	वोपालगंज	यू० एम० एस० कोलहुआ	SavitriTechnocrates Pvt. Ltd. Kaithwalia, Ward N0 7, Distt- Gopalgani	1,33,52,980	1,25,79,842	4,59,000	15 मा
10	8\$SM- 44A	गोपालगंज	द्यू० एग० एस०	Sai Highway & Builders Pvt. Ltd., 208, Verma Centre. Boring Road, Patna	1,33,07,837	1,23,40,357	5,42,000	15 मा
11	SSSM- 45B	बांका	उ० म० वि० ताहिरपुरा कन्या	Chilragupta Construction Pvt. Ltd., House No.241,	1,29,27,651	1,24,67,427	3,61,000	15 4
12	SSSM- 45C	बांका	उ 0 म0 वि0 अहिरो	Chitragupta Construction Pyt. Ltd., House No.241, Thakurbari Road, Jehanahad (Bihar)804408	1,29,57,702	1,23,09,817	4,01,000	15 74
13	SSSM- 52A	किशनगंज	उ० ग० वि० पांचगाछी	Santosh Agarwal, Thakurganj, Dist: Kishanganj	1,38,92,910	1,25,03,619	7,19,000	15 F
14	SSSM- 52B	किशनगंज	ਚ0 म0 वि0 लोधा	Santosh Agarwal, Thakurganj, Dist: Kishangan	1,40,05,809	1,26,05,228	7,25,000	15 7
15	SSSM- 52C	किशनगज	म0 वि0 वेहुलडागी	Santosh Agarwal, Thakurganj, Dist: Kishangan	1,40,40,548	1,26,36,493	7,27,000	15 1

Director

Chief Engineer B.S.E.I.D.C. Ltd, Patna

above table. The performance security sould be deposited within 10(Ten) days of receipt of this Letter Of Acceptance (LOA) valid up to 28 (Twenty Eight) days from the date of expiry of defect liability period.

Yours faithfully

(Brajesh Prasad)

Chief Engineer Mt

Patna, Date......

(Brajesh Prasad)

Chief Engineer

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av & Builders Pvt. Ltd.

Memo no: BSEIDC/TECH/163/2014- 4252

Copy forwarded to ; i) Executive Engineer I/C of the Project.

ii) Senior Account Officer, BSEIDC, Patna.

Director

Chief Engineer B.S.E.I.D.C. Ltd, Patna

10/6°

BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

(A Govt, Of Bihar Undertaking) Shiksha Bhawan, Bihar Rustrabhasa Parishad Campus ,Acharya Shiv Pujan Sahay Path, Saidpur, PATNA-800004. (Tel. No: 0612-2910314)

Lener No.: BSEIDC/TECH/150/2013-2085

Patna Date: 12 . 03 - 15

CORRIGENDUM NO,- I

1.) With reference to N.I.T No. 37/2014-15 for construction of senior secondary school and girl hostel on panchayat level through e-Tendering website www.eproc.bihar.gov.in, the group nos. for Serial Nos. 2,5,6,7,8,10,12,13 and 15 are to be read as following:-

Existing Provision:

		157.194	ing Provi	12101	1:-					
(1)	म् भूग सहय	ध जिला क नाम	प्रखंड		विधालय का नाम	प्राचकतिन्त संचि (लाखं रूक)	अयधन र्य संशि (साध रुठ	विषव की		- 1990 A
1			रहिका	1	एग० एस० मसनगिया	129.24	2.58	10000.00	5,618.00	
5	55SM-3	9 मधुवनी	रहिंका	2	एम० एस० मलनिवा	129.24	2.58	10000.00	5,618.00) ।५ माह
	e		रहिका	3	यू०एम०एस० चाछटोल रामपुर	129.24	2.58	10000.00	5,618.00	15 HIR
• 1	SSSM-4	, भोषालगंज	शावे	ī	एम० एस० सेगरा	125.24	2.50	10000.00	5,618.00	15 माह
	333101-4.		भावे	2	यू० एम० एस० नारायणपुर	125.24	2.50	10000.00	5,618.00	
	***************************************		मांग्रा		न्वक तत्रक तदाव संसमुर	125.15	2.50	10000.00	5,618.00	।५ माह
; 6 ;	SSSM-43) गोपालगंज	मांझा	2	युव एमव एसव शेखपरसा	125.15	2.50	10000.00	5,618.00	 15 VIIR
			मांडा।	3	युव एसव एसव कोलहुआ	125.15	2.50	10000.00	5,618.00	१५ मह
	SSSIVI-44	गोभालगज	उचका गांव	1	र्वेष चन्त्रव ४४१० छस्पुर	125.71	2.51	10000.00	5,618.00	१५ भाह
	333117-44		उचका गांव	2	यू० एम० एस० मुरामकस्तुद्वपुर	125.71	2,51	10000.00	5,618.00	१५ गहर
			धुरेगा	1	30 म 0 विष वसमा	121.51	2.43	10000,00	5,618.00	१५ मह
ŧ	SSSM-45	वांका	ध्रया	2	न्तः १६० विष् ताहिरपुरा कन्या	121.51	2.43	10000.00	5,618.00	15 माह
· · · · · · · · · · · · · · · · · · ·			धुरंगा	3	स्व म ा विव अहिरो	121.51	2.43	10000.00	5,618.00	१५ माह
10	SSSM-47	विधानगंजा	वहादुस्मज	4	म्छ विठ भीमटोला	129.27	2.58	10000.00	5,618.00	१५ माह
	02011 ()		वहादुरगंज	2	30 म0 गि0 मंडलटोला डोहर	129.27	2.58	10000.00	5,618.00	१५ मह
	70.0		कोचाधामन	1	उ० ४० वि० कन्हेयाबाडी	129.00	2,58	10000.00	5,618.00	15 HIE
12	SSSM-49	किथनगंज	कोचाधायन	2	ाठ मठ विठ मोह रा	129.00	2.58	10000.00	5,618.00	15 HD3
			कोनाधामन	3	उठ यह विह हरिभाषा	129.00	2.58	10000.00	5,618.00	15 羽尾
		G	पोठिया	1	अ० ५० वि० जालू चौक	130.73	2.61	10000.00	5,618.00	१५ मह
IJ	SSSM-50	किशनगंध -	पोडिया 	2	उ० मेंग विंत सीनापूर	130.73	2.61	10000.00	5,618.00	15 माह
Ì			भोठिया	3	छ० म० वि० भेलामाध्ये वीरपुर	130,73	2.61	10000.00	5,618.00	15 JH:
			ठाकुरगंज)	1	उठ गठ विठ भावगाछी	131.55	2.63	10000.00	5,618.00	15 UB
16	SS\$IM-52	विक्षामञ	टाकुरगंज	2	उठ ५० विठ लोधा	131.55	2.63	10000.00	5,618.00	15 महा
			ठाकुरभज	3	म0 थि0 चेहुलडांगी।	131.55	2.63	10000.00	5,618.00	15 भाह

BSEIDC

Sai Highway & Builders Pvt. Ltd.

Director

Chief Engineer B.S.E.I.D.C. Ltd, Patna

2110r. 16/6.

	Amo	ended Pro	vision:-							
	ूँ गुप संख्या	जिला का नाम	प्रखंड		विद्यालय का नाम	प्राच्कालित राशि (लाख रू०)	अग्रधम की स्रिश (लाख फ०)	विपन की	Beltron Bid Processing Fee (In Rs.)	(1919)
	SSSM-39(A) मधुवनी	रहिका		एग० एस० मसनभिधा	129.24	2.58	10000.00	5,618.00	
	2 SSSM-39(E	i) मनुबनी	रहिका	2	एम० एस० मलनगिया	129.24	2.58	10000.00	5,618.00	15 TIE
	SSSM-39(C)		रविका	3	थू०एभ०एस० वाछटोल रामपुर	129.24	2.58	10000,00	5,618.00	। । । ।
	SSSM-42(A) गोपालगंज	थाने	1		125.24	2.50	10000.00	5,618.00	15 मह
	SSSIM-42(B) गोपालगंज	थावे	1/2	यूंव एयव एसव नारायणपुर	125.24	2.50	10000.00	5,618.00	15 MF
	SSSM-43(A	गोपालगज	गांझा	1	र्जेण देसण देसण अवर्तेत	125.15	2.50	10000,00	5,618,00	15 सह
6	SSSM-43(B)	मोपालगंज	गांडा	2	वृः एमः एसः शेखपरसा	125.15	2.50	10000.00	5,618.00	15 FUE
i 	5SSM-43(C)	गोगालगंज	मांझा	3	यु ० एम ० एस० कोलंहुआः	125.15	2.50	10000.00	5,618.00	१६ पह
:	SSSM-44(A)	धीपालगंच	उचका भाव	1	<i>ी</i> ० दमल एस० सस्पुर	125.71	2,51	10000.00	5,618.00	15 1483
7	SSSM-44(B)	गोपालगंज	अध्यत गाय	2	वृत ४म० एस० भुरामकसुद्रपुर	125.71	2.51	10000,00	5,618.00	१५ महर
	SSSM-45(A)	शांका	वेड्या		30 वंध विध चलन्।	121.51	2.43	10000,00	5,618.00	15 FBR
13	5SSM-45(B)	वांक)	शुरंया	2	उठ मठ विठ ताहिरपुरा कन्म	121.51	2,43	10000.00	5,618.00	१५ गाउ
	SSSM-45(C)	यांगत	धुरैया	3	उछ ५० चिठ अहिसे	121,51	2.43	10000.00	5,618.00	15 418
	SSSM-47(A)	किथनगंज	बहादुरगंज		वव विव भीगरोहा	129.27	2.58	10000.00	5,618.00	15 HIR
10	SSSM-47(B)	किथनगंज	वहाद्श्यंज	2	उ० ४० वि० गंडलटां ला खोहर	129.27	2,58	10000.00	5,618,00	१५ माह
	SSSM-49(A)	विस्थानगंज	क्रोमधामन	,	उठ २० वित व म्हैथावार्ड)	129.00	2.58	10000,00	5,618.00	15 程度
12	SSSM-49(B)	किशनभंज	कोचाद्यागन	2	उ ० म ० वि० मोहरा	129.00	2,58	10000.00	5,618.00	15 HIS
	5SSM-49(C)	किशनगंज	कोचाधामन	3	उव मठ विक हरियामा	129.00	2.58	10000.00	5,618.00	क्षा वाह
	555M-50(A)	किशनगंज	भोतिया	1	उठ ५० विठ जास मंक	130.73	2.61	10000.00		
13	SSSM-50(B)	किथनगंज	पोतिया	2	उ० मा वि० सोनापर	130.73	2.61		5,618.00	15 HIE
	SSSM-50(C)	किशनगंज	पोडिया	3	उठ मठ विठ भेलामाठी	130.73	2.61	10000.00	5,618.00	15 माह
	555M-52 (A)	किथनगंज	ठाकुरगंज		वीश्पुर - ३० व० बिठ पांचगाधी	131.55	2.63		5,618.00	15 968
	SSSM-52(B)	विज्ञानमंत्र	हाकुरगंवा	2	उठ गठ विठ होता	131.55			5,618.00	15 /117
15		वित्रशनगंता <u>.</u>	ठाक्रगंज		<u> </u>		2.63	10000.00	5,618.00	15 415
	SSSM-52(C)		-131124	3	40 विo बेहुतन्त्रामी	131 55	2.63	10000,00	5,618.00	15 相民

Chief Lagineer B.S.E.I.D.C. Ltd, Patna

Page 2

H.) Tender Details has been Modified as follows:-

St No.	EXISTING PROVISON	AMENDED PROVISION
	Period of Sale of Bid document (Download) from dated	Period of Sale of Bid document (Download) from
	11.02.2015 to 26.02,2015, 15:00 Hrs.	dated 23 .03.2015 to 07.04.2015, 15:00 Hrs.
11	Date and time for Pre-Bid Meeting Dated16.02.2015,	Date and time for Pre-Bid Meeting Dated
"	14:30 Hrs.	30.03.2015, 14:30 Hrs.
ffi	Last date and time for receipt (Upload) of Bids on dated	Last date and time for receipt (Upload) of Bids on
111	27.02.2015 ,15:00 Hrs.	dated 08,04,2015 ,15:00 Hrs.
iv	Time and date for opening of Technical Bids on dated	Time and date for opening of Technical Bids on
11	02.03.2015, 15:30 Hrs.	dated 10.04.2015, 15:30 Hrs.
æ1	Time and date for opening of Financial Bids on dated	Time and date for opening of Financial Bids on
V	16.03.2015, 15:30 Hrs.	dated 20.04.2015 , 15:30 Hrs.
× 11	Cost of BOQ and EMD shall be accepted in BSEIDC Office	te up to10.04.2015
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The Other Terms & Conditions will remain same.

Brajesh Prasad Chief Engineer

BSEIDC Sai Highway & Builders Pvt. Ltd.

Director

Chief Engineer B.S.E.I.D.C. Ltd, Patna

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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)

निविदा आमंत्रण सूचना संख्या—37 वर्ष 2014—15 प्रतिशत मद दर निविदा

(केवल ई-टेन्डिरिंग पद्धित के अनुसार वेबसाइट www.eproc.bihar.gov.in पर)

1. बिहार राज्य के अन्तर्गत विभिन्न जिलों में "पंचायत स्तर पर उच्च माध्यमिक विद्यालय एवं बालिका छात्रावास " के भवन निर्माण कार्य हेतु निम्नांकित निविदायें 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	जिला का नाम	प्रखंड		विद्यालय का नाम	प्राक्कलित राशि (लाख रू०)	अग्रधन की राशि (লাख रू०)	परिमाण विपन्न की राशि(रू०)	Beltron Bid Processing Fce (In Rs.	7
1	SSSM- 38	सीतामढ़ी	बाजपट्टी		1 एम० एस० बिलहिया	127.22	2.54	10000.00	5,618.00) 1:
			रहिका		एम० एस० मसनगिया	129.24	2.58	10000.00	5,618.00	15
2	SSSM- 39	मधुबनी	रहिका	2	१ एम० एस० मलनगिया	129.24	2.58	10000.00	5,618.00	1
			रहिका	3	यू०एम०एस० बाछटोल रामपुर	129.24	2.58	10000.00	5,618.00	15
3	SSSM- 40	मधुबनी	कलुआही	1	एम0 एस0 मलमल	129.56	2.59	10000.00	5,618.00	15
4	SSSM- 41	सुपौल	बसंतपुर	1	मध्य विद्यालय नरपतट्टी	133.41	2.66	10000.00	5,618.00	15
-	SSSM-	गोपालगंज	थावे	1	एम० एस० सेमरा	125.24	2.50	10000.00	5,618.00	15
5	42		थावे	2	यू० एम० एस० नारायणपुर	125.24	2.50	10000.00	5,618.00	15
			मांझा	1	यू० एम० एस० संतपुर	125.15	2.50	10000.00	5,618.00	15
6	SSSM- 43	गोपालगंज	मांझा	2	यू० एम० एस० शेखपरसा	125.15	2.50	10000.00	5,618.00	15
			मांझा	3	यू० एम० एस० कोलहुआ	125.15	2.50	10000,00	5,618.00	15
7	SSSM-	गोपालगंज	उचका गांव	1	यू० एम० एस० हरपुर	125.71	2.51	10000.00	5,618.00	15
	44		उचका गांव	2	यू० एम० एस० मूरामकसूदपुर	125.71	2.51	10000,00	5,618.00	15
			धुरैया	1	उ० म० वि० चलना	121.51	2.43	10000.00	5,618.00	15
8	SSSM- 45	बांका	धुरैया	2	उ० म० वि० ताहिरपुरा कन्या	121.51	2.43	10000.00	5,618.00	15
		1.	घुरैया	3	उ० म० वि० अहिरो	121.51	2,43	10000.00	5,618.00	15
9	SSSM- 46	भागलपुर	सनहौला	1	म0 वि0 तेलवाड़ा	120.71	2.41	10000.00	5,618.00	15
40	SSSM-	किशनगंज	बहादुरगंज	1	म0 वि० भीमटोला	129.27	2.58	10000.00	5,618.00	15
10	47		बहादुरगंज	2	उ० म० वि० मंडलटोला डोहर	129.27	2.58	10000.00	5,618.00	15

Sai Highway & Builgers Pvt. Ltd.

, Director Chief Engineer B.S.E.I.D.C. Ltd, Patna

19/18

11	SSSM- 48	किशनगंज	किशनगंज	1	म0 वि0 पानीसाल	128.55	2.57	10000.00	5,618.00	
	40		कोचाधामन	1	उ० म० वि० कन्हैयाबाड़ी	129.00	2.58	10000.00	5,618.00	
12	SSSM-	किशनगंज किशनगंज	कोचाधामन	2	उ० म० वि० मोहरा	129.00	2.58	10000.00	5,618.00	
	49		कोचाधामन	3	उ० म० वि० हरिभाषा	129.00	2.58	10000.00	5,618.00	િક
			पोठिया	1	उ० म० वि० जालू चौक	130.73	2.61	10000.00	5,618.00	
13	SSSM-	किशनगंज	पोठिया	2	उ० म० वि० सोनापूर	130.73	2.61	10000.00	5,618.00	
	50		पोठिया	3	उ० म० वि० भेलागाछी बीरपुर	130.73	2.61	10000.00	5,618.00	j
14	SSSM-	किशनगंज	टेरागाच्छ	1	उ० म० वि० आदिवासी टोला भोरहा	134.88	2.69	10000.00	5,618.00	5
	31		ठाकुरगंज	1	उ० म० वि० पांचगाछी	131.55	2.63	10000.00	5,618.00	† , <u>5</u>
15	SSSM-	किशनगंज	ठाकुरगंज	2	उ० म० वि० लोधा	131.55	2.63	10000.00	5,618.00	اً. ا
	52	52	ठाकुरगंज	3		131.55	2.63	10000.00	5,618.00	i. †
				<u> </u>	म0 वि0 बेहुलडांगी				L	گ خلہ

				Girls Hoste	l				ا ل
16	GH-201	Kishanganj	1	Project Kanya High School, Bahadurganj	173.99	3.48	10,000.00	5618.00	12
17	GH-202	Kishanganj	1	Project Girl High School, Tulsia	173.99	3.48	10,000.00	5618.00	12
18	GH-203	Kishanganj	1	Balika H.S Kishanganj	173.99	3.48	10,000.00	5618.00	12
19	GH-204	Kishanganj	1	Project Kisan Girls H.S Manir Nagar, Sontha	173.99	3.48	10,000.00	5618.00	12
20	GH-205	Kishanganj	1	Project Kanya High School, Pothiya	173.99	3.48	10,000.00	5618.00	12
21	GH-206	Kishanganj	1	Project Girls H.S Ghami Fulsarai	173.99	3.48	10,000.00	5618.00	12
22	GH-207	Kishanganj	1	Project Girl H.S Thakurganj	173.99	3.48	10,000.00	5618.00	

1. निविदाकार एक या अधिक ग्रुप में अलग-अलग निविदा डाल सकते हैं। नोटः--

2. प्राक्कलित राशि घट या बढ़ सकती है एवं तद्नुसार अग्रधन की राशि घट या बढ़ सकती है।

3. वेबसाईट-www.eproc.bihar.gov.in पर अंकित प्राक्कलित राशि, अग्रधन की राशि एवं परिमाण विपन्न की राशि अंतिम रुप से मान्य होगा।

:- दिनांक:- 27-01-2015 विज्ञापन निर्गत करने की तिथि

परिमाण विपत्र प्राप्त करने(डाउनलोड) की अविध एवं समय :-दिनांक- 11-02-2015 से 26-02-2015 15:00 घंटा

(वेबसाईट:www.eproc.bihar.gov.in पर)

(4) प्री बिड मीटिंग का समय, स्थान एंव तिथि

दिनांक:— 17.02.2015 14:30 घंटा प्रबंध निदेशक का कार्यालय,बिहार राज्य शैक्षणिक आधारभूत

संरचना विकास निगम, पटना।

दिनांक- 27-02-2015 समय-15:00 घंटा (5) निविदा प्राप्ति(अपलोड) की अंतिम तिथि एवं समय (6) टेक्निकल बिड खोलने की तिथि एवं समय

दिनांक- 02-03-2015 समय- 16:30 घंटा

(वेबसाईट-www.eproc.bihar.gov.inपर) दिनांक- 16-03-2015 समय- 16:00 घंटा

(7) वित्तीय बिंड खोलने की तिथि एवं समय (8) निविदा खोलने का स्थान

वेबसाईट-www.eproc.bihar.gov.inप्र

Chief Engineer 120 दिन

(9) निविदा की वैधता की अवधि ई—टेन्डरिंग की प्रकिया में भाग लेने हेतु संवेदकों को पंजीकृत होना होगा, जिसस् कि.डा.हाणोधिकर्धार्या निवा(user ID) पासवर्ड(Password) अंकीय हस्ताक्षर (Digital nway & Builders Put J fd वेबसाईट निर्गत 2000 जायेगी। Signature) ulders Publind gov.in से डाउनलोड करने / टेन्डर की प्रक्रिया में भाग लेने की खीखा प्रदान करेगा।

Director

- (11) ई—निविदा पत्र बेवसाईट www.eproc.bihar.gov.in से प्राप्त किया जा सकता है। संवेदक द्वारा सिर्फ उपर्युक्त वेबसाईट से ही परिमाण विपत्र प्राप्त करने के उपरांत वेबसाईट पर ही इलेक्ट्रानिक निविदा पत्र को भरकर भेजना है। अन्य सभी महत्वपूर्ण कागजात/बैंक ज्ञाफ्ट/अग्रधन की राशि/सभी प्रमाण पत्र जो निविदा के लिए आवश्यक है को स्कैन कर ई—निविदा के साथ संलग्न करना अनिवार्य है।
- (12) परिमाण विपन्न के दर से कम दर उद्धृत करने पर बीड डाक्यूमेंट की शत्तों एवं सरकारी निर्णयानुसार अतिरिक्त Performance Guarantee एकसरनामा के पूर्व जमा करना होगा।
- (13) (क) प्रत्येक परिमाण विपन्न 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 भुगतेय हो, स्वीकार किया जायेगा। मूल बैंक ड्राफ्ट 'बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड' पटना के कार्यालय में दिनांक 02.03.2015 के 16:00 घंटे तक स्वयं/निबंधित डाक /स्पीड पोस्ट द्वारा निश्चित रुप से जमा किया जाना है। ऐसा नहीं करने पर निविदा मान्य नहीं होगा।

(ख) Beltron Bid **Processing Fee** is mandatory to be paid through online mode i.e. Internet payment gateway, (Credit/Debit card), Net Banking, NEFT/RTGS"

Bids along with necessary online payments must be submitted through e-procurement portal www.eproc.bihar.gov.in before the date and time specific in the NIT/Corrigendum. The department doesn't take any responsibility for the delay/Non submission of Tender/ Non Reconciliation of Online payment caused due to Non-availability of Internet Connection, Network Traffic/ Holidays or any other reason.

(ग) वांछित अग्रधन की राशि राष्ट्रीय बचत पत्र/डाकघर सावधि जमा 3 वर्षीय या 5 वर्षीय पासबुक जो बिहार राज्य से क्रय या जमा किया हो, प्रबंध निदेशक, BSEIDC Ltd., पटना के नाम प्रतिज्ञिप्त (Pledged) हो अथवा बिहार वित्त नियमावली के अनुसार BSEIDC Ltd. के नाम से फिक्सड डिपोजिट रिसिप्ट अथवा 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 02.03.2015 के 16:00 घंटे तक स्वयं/निबंधित डाक /स्पीड पोस्ट द्वारा निश्चित रुप से जमा किया जाना आवश्यक है। ऐसा नहीं करने पर निविदा मान्य नहीं होगा।

(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 होनेवाले किसी प्रकार के व्यवधान से बच सकें।

(15) निविदाकार निविदा डालने से पहले अपने स्तर से भी प्रस्तावित कार्य स्थल पर भूमि उपलब्धता के संबंध में आश्वस्त हो लेगे।

(16) किसी भी प्रकार की जानकारी अथवा शुद्धि पत्र को वेबसाईट www.eproc.bihar.gov.in पर प्रकाशित किया जायेगा। बिना कारण बताये निविदा या उसके अंश को अस्वीकृत करने / रदद करने का अधिकार सक्षम पदाधिकारी को सुरक्षित है।

(17) विशेष जानकारी हेतु अधोहरताक्षरी के कार्यालय में कार्य अविध में सम्पर्क किया जा सकता है। ई—टेन्डरिंग की. प्रकिया से संबंधित किसी भी प्रकार की जानकारी/सूचना हेतु सहायता कक्ष, ई—टेन्डरिंग कक्ष, प्रथत तल्ला, M/22, बैंक ऑफ इण्डिया भवन, रोड न० 25, श्री कृष्णा नगर, पटना—800001, दूरभाष सं० 0612—2523006/9939035696.

मुख्य अभियंता ब्रजेश प्रसाद

ai Highway & Builders Pvt. Ltd.

Director

Chief Engineer B.S.E.I.D.C. Ltd, Patna

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BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. SHIKSHA BHAWAN, SAIDPUR, PATNA

B.O.Q FOR 10+2 SCHOOL IN BIHAR

THE ITEM RATE BASED ON S.O.R BCD BIHAR, DATE-15-09-2014,& D.S.R (ELECTRICAL) 2014

			GRO	OUP NO -			
	SL.	DISTRICT		NAME O	F SCHOO	L	
ĺ	1	GOPALG		U.M.S I	HARPUR		
	Sl. No.	ANJ SOR Item No.	Item of Work	Qty.	Unit	Rate (Rs.)	Amount (Rs.)
ſ	1	2	3	4	5	6	7
or a		<u> </u>	CIVIL WORKS				
The second secon			Boring, providing and installing bored cast-in-situ reinforced cement concrete piles of grade M-25 of specified diameter and length below the pile cap, to carry a safe working load not less than specified, excluding the cost of steel reinforcement but including the cost of boring, with bentonite solution and temporary casing of appropriate length for setting out and removal of same and the length of the pile to be embedded in the pile cap etc. all complete, including removal of excavated earth with all lifts and leads (Length of pile for payment shall be				
A COLON			measured upto bottom of pile cap). 300 mm dia Piles	0.00	meter	1309.30	Rs. One thousand three hundred nine and paise thirty only.
		20.2.2	400 mm dia Piles	0.00	meter	1523.20	Rs. One thousand five hundred twenty three and paise twenty only.
		20.2.3	450 mm dia Piles	0.00	meter	1978.80	Rs. One thousand nine hundred seventy eight and paise eighty only.
www		20.2.4	500 mm dia Piles	0.00	meter	2306.60	Rs. Two thousand three hundred six and paise sixty only.
			600 mm dia Piles	0.00	meter	2996.10	Rs. Two thousand nine hundred ninety six only.
			750 mm dia Piles	0.00	meter	4219.70	Rs. Four thousand two hundred nineteen and paise seventy only.
	4.						

Sai Highway & Builders Pvt. Ltd.

(Par 1811)

Director

Chief Engineer

B.S.E.I.D.C. Ltd, Patpa

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1016. 10/06/16



BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. SHIKSHA BHAWAN, SAIDPUR, PATNA

B.O.Q FOR 10+2 SCHOOL IN BIHAR

THE ITEM RATE BASED ON S.O.R BCD BIHAR, DATE-15-09-2014,& D.S.R (ELECTRICAL) 2014

SL.	DISTRI	СТ	GROUP N	GROUP NO - SSSM 44 (A)							
1	GOPAI		NAM	E OF SCH	OOL						
SI.	ANJ		U.N	LS HARPI	UR						
No. 1	SOR Item No		Work Qty	. Uni	it Rate	- Annount					
		CIVIL WORKS	4	5	6	(Rs.)					
I	20.2	Boring, providing ar cast-in-situ reinforced piles of grade M diameter and length to carry a safe work than specified, exclusteel reinforcement to cost of boring, with and temporary casin length for setting outsame and the length embedded in the procomplete, including excavated earth with a (Length of pile for pressured upto bottom of the process of the pile for pressured upto bottom of the pile for pressured	d cement concrete -25 of specified below the pile cap, sing load not less ding the cost of out including the bentonite solution g of appropriate and removal of of the pile to be ite cap etc. all removal of all lifts and leads eayment shall be								
	20.2.1	300 mm dia Piles	0.00	meter	1309.30	Rs. One thousand three hundred nine and paise					
	20.2.2	400 mm dia Piles	0.00	meter	1523.20	thirty only. Rs. One thousand five hundred twenty three and					
	20.2.3	450 mm dia Piles	0.00	meter	1978.80	Rs. One thousand nine hundred seventy eight and					
	20.2.4	500 mm dia Piles	0.00	meter	2306.60	paise eighty only. Rs. Two thousand three hundred six and paise sixty					
		600 mm dia Piles	0.00	meter	2996.10	only. Rs. Two thousand nine					
	20.2.6	750 mm dia Piles	0.00	meter	4219.70	hundred ninety six only. Rs. Four thousand two hundred nineteen and paise seventy only.					

Sai Highway & Builders Pvt. Ltd.

Director

Chief Engineer
B.S.E.I.D.C. Ltd. Patna
Plan
Skehaulter

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					<u>,</u>		J.L.
	, _		EARTHWORK IN EXCAVATION				
	4	2.8.1	Earthwork in excavation in as(exceeding 30cm in depth. 1.5m in width as well es 10sqm 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. All Kind of soil				
†		-	10+2,BUILDING=680.410 cum SEPTIC TANK =31.89 cum TOTAL QUANTITY =712.30 CUM	712.30	Cum	205.20	Rs. Two hundred five and paise twenty only.
	5	2.29.1	Surface dressing of the ground including removing vegetation and inequalities not exceeding 15 cm deep and disposal of				De Carran laur du de la la carri
			rubbish, lead upto 50 m and lift upto 1.5m		100 Sqm	718.80	Rs. Seven hundred eighteen and paise eighty only.
			All kinds of soil. 10+2,BUILDING=472.56 SQM				
			EARTH BACK FILLING				
	6	2.26	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not	500 CT	G	CC 40	Rs. Sixty six and pasie
)			exceeding 20 cm in depth: consolidating each deposited layer by ramming and watering lead	508.67	Cum	66.40	forty only.
<u> </u>			10+2,BUILDING=508.67 CUM				
			SAND FILLING				
	7	2.28	Supplying and Filling in plinth with local sand and under floors including, watering, ramming consolidating and dressing complete. 10+2,BUILDING=412.55 cum SEPTIC TANK =1.02 cum TOTAL QUANTITY =413.57 CUM	413.57	Cu.m	192.50	Rs. One hundred ninety two and paise fifty only.
/			FLAT BRICK SOLING				
	3	11.72	Providing designation 100 A one brick flat soling joints filled with local sand including cost of watering, taxes, royalty all complete as per building				Rs. Two hundred twenty
			specification and direction of E/l, 10+2,BUILDING=804.43cum SEPTIC TANK = 13.57 cum TOTAL QUANTITY =818.00 CUM	818.00	Sq.m	227.60	seven and paise sixty only
/			_				

iai Highway & Builders Pvt. Ltd.

Direct

Chief Engipeer

B.S.E.I.D.C. Ltd. Patna

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		P.C.C.				,
9	4.1.8	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering- all work upto plinth level. 1:4:8 (1cement: 4 coarse sand: 8 graded stone aggregate 40mm nominal size) 10+2,BUILDING=26.70 CUM	26.70	Cu.m	2346.90	Rs. Two thousand three hundred forty six and pasie ninety only.
10	4.1.5	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering- all work upto plinth level 1:3:6 (1cement: 3 coarse sand: 6 graded stone aggregate 20mm nominal size) 10+2,BUILDING=33.63cum SEPTIC TANK = 2.71 cum TOTAL QUANTITY =36.34 CUM	36.34	Cu.m	2775.70	Rs. Two thousand seven hundred seventy five and pasie seventy only.
		FLOORING				
11	11.38	Providing and laying Ceramic glazed floor tiles 300x300 mm (thickness to be specified by the manufacturer) of ist quality conforming to IS: 15622 of approved make in colours shades except white, Ivory, Grey, Fume Red, Brown, laid on 20 mm thick Cement motar 1:4 (1 cement: 4 coarse sand) including pointing the joints with white cement and matching pigment etc., complete. 10+2,BUILDING=37.9 SQM	37.90	Sq.m	801.80	Rs. Eighty hundred one and pasie eighty only.
		WALL TILES				
12	11.36	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS: 15622 (Thickness to be specified by the manufacture) of approved make in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-charge in skirting, risers of steps and dados over 12 mm thick bed of cement Motar 1:3(1 cement: 3 coarse sand) and jointing with grey cement slurry @ 3.3 kg per sqm including pointing in white cement mixed with pigment of matching shade complete. 10+2,BUILDING=60.84 SQM	60.84	Sq.m	754.20	Rs. Seven hundred fifty four and paise twenty only.

Sai Highway & Builders Pvt. Ltd.

Director

Chief Engineer

B.S.E.I.D.C. Ltd. Patna

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7	T	FLOORING & SKIRTING				
13	11.26.1	Kota stone slab flooring over 20 mm (average) thick base laid over and jointed with grey cement slurry mixed with pigment to match the shade of the slab including rubbing and polishing complete. Base with 1:1:1 (1 lime: 1 surkhi: 1 coarse sand)/1:4 20 to 25 mm thick- 10+2,BUILDING AT FLOORING	867.43	Sq.m	968.00	Rs. Nine hundred sixty eight only.
14	11.27	=867.43 SOM Kota stone slabs 20 mm thick in risers of steps skirting. Dado & pillars laid on 12 mm (average (thick cement mortar 1:3 (1 cement: 3 coarse sand) and jointed with grey cement slurry mixed with pigment to match the shade of the slab including rubbing and polishing complete. Details of cost for 10 sqm 10+2,BUILDING AT SKIRTING =51.75 SQM	51.75	Sq.m	927.50	Rs. Nine hundred twetny seven and paise fifty only.
}		R.C.C. WORK				
15	5.1.1	Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centring, shuttering, finishing & reinforcement - all work upto plinth level. 1:1:2 (1cement: 1 coarse sand: 2graded stone aggregate 20mm nominal size) 10+2,BUILDING=69.00 CUM	69.00	Cu.m	5110.70	Rs. Five thousand one hundred ten and paise seventy only.
16	5.2.1	Reinforced cement concrete work in wall (any thickness), including attached pilasters, buttresses, plinth and struts etc upto floor five level excluding the cost of centring, shuttering, finishing & reinforcement. 1:1:2 (1cement: 1 coarse sand: 2 graded stone aggregate 20mm nominal size) 10+2,BUILDING=53.43 CUM	53.43	Cu.m	5666.20	Rs. Five thousand six hundred sixty six and paise twenty only.

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B.S.E.I.D.C. Ltd, Patna

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17	5.1.3	Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centring, shuttering, finishing and reinforcement-All work puto plinth level. 1:2:4 (1 cement:2 coarse sand:4 graded stone aggregate 20 mm nominal size) 10+2,BUILDING SEPTIC TANK =0.93 CUM	0.93	Cum	3438.90	Rs. Three thousand four hundred thirty eight and paise ninety only.
18	5.3 + 5.33B.4 + 5.33B.1	Reinforced cement conrete work in beams, suspended floors, roofs having slope upto 15, landings, balconiec, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases upto floor five level excluding the cost of centring, shuttering, finishing and reinforement with 1:2:4(1 cement:2 coarse sand:4 graded stone aggregate 20 mm nominal size). Add or deduct for providing richer or leaner mixes respectively at all floor levels. Providing M-20grade R.C.C instead of M-15grade R.C.C. Proiding M-25 grade R.C.C. instead of M-20 grade R.C.C.	227.64	Cu.m	4581.20	Rs. Four thousand five hundred eighty one and paise twenty only.
19	6.1.14A	BRICK WORK Brick work with bricks of class designation 100A in foundations and plinth in cement mortar 1:6 (1cement :6 coarse sand)	60.63	Cu.m	3992.90	Rs. Three thousand nine hundred ninety two and paise ninety only.
20	6.1.14A + 6.3A	10+2,BUILDING=60.63 CUM Brick work with bricks of class designation 100A in foundations and plinth in: Cement mortar 1:6 (1 cement: 6 coarse sand) Extra for Brick work in superstructure above plinth level upto floor V level 10+2.BUILDING=317.00 CUM	317.00	Cu.m	4427.50	Rs. Four thousand four hundred twenty seven and pasie fifty only.
21	6.18.4A + 6.19A	Half brick masonry with bricks of class designation 100A in foundations and plinth in: Cement mortar 1:4 (1 cement: 4 coarse send) Extra for half Brick masonry in superstructure above pinth level upto floor V level. 10+2,BUILDING=31.98 SQM	31.98	Sq.m.	538.30	Rs. Five hundred thirty eight and paise thirty only.

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	C 2 1 A	Extra for providing and placing in				
22	6.21A	position 2 Nos, 6 mm dia, MS bars at				B - Courant C
		every third course of half brick masonry	31.98	Sq.m.	75.90	Rs. Seventy five and paise
A			0 7,7,0			ninety only.
		(with F. P. S. bricks)			See See	
<u>^</u>		10+2,BUILDING=31.98 SOM Brick work with bricks of class	- Janes			
23	6.1A					
	+	designation 100A in foundations and				Rs. Four thousand one
	6.1.12/1	plinth in : Cement mortar 1 .:4 (1	8.75	Cum	4184.00	hundred eighty four only.
() 		cement: 4 coarse sand)				manarea righty four only.
		10+2,BUILDING SEPTIC TANK	gamer.		s.	and the second s
L		=8.75 CUM	e. pe ^{pe}			
<u> </u>		PLASTER WORK				
24	13.13.4	20 mm cement plaster of mix; 1:6 (1	1145.18	Sam	123.50	Rs. One hundred twenty.
\triangle		cement: 6 coarse sand)	1143.10	Sq.m	123.50	three and pasie fifty only.
		10+2,BUILDING=1145.18 SQM				
5 25	13.13.1	20 mm cement Plaster 1:3 (1 cement: 3				·
	+ 13.26	coarse sand) with a floating coat of neat				Rs. One hundred eighty
n e		cement & neat cement punning	16.65	Sq.m	185.60	five and paise sixty only.
		10+2,BUILDING SEPTIC		_		live and parse sixty only.
ř		TANK=16.65 SQM				market and the second s
26	13.11.4	12mm thick Cement plaster of mix 1:6	100100	G	90.20	Rs. Eighty nine and paise
		(1 cement : 6 coarse sand)	1994.80	Sq.m	89.30	thirty only.
ĺ		10+2,BUILDING=1994.80 SQM	V			
27	13.17.1	12 mm cement Plaster 1:3 (1 cement: 3				
	+13.36.1	coarse sand) with a floating coat of neat				
)		cement & Extra for providing and				
		mixing water proofing material in				Rs. One hundred forty five
1		proportion recommended by the	52.82	Sq.m	145.50	and pasie fifty only.
		manufacturers: 12 mm cement plaster		_		and pasie they only.
		1:3(1 cement :3 sand)	6.00			mostrope
)		10+2,BUILDING SEPTIC TANK				
		=52.82 SQM				
)						
28	13.24.2	6mm thick Cement plaster of Ceiling				Rs. Seventy seven and
)		mix 1:4 (1 cement : 4 coarse sand)	867.35	Sq.m	77.40	paise forty only.
,		10+2,BUILDING=867.35 SQM			P arter or	parse forty only.
1		0 1 0.40				
29	11.16+	Cement concrete flooring 1:2:4(1				
	11.16.4	cement:2 coarse:sand:4 graded stone	morrose			
)		agregate) finished with a floating coat of				
		neat cement including cement slurry,				
1		etc. but excluding the cost of nosing of				Rs. Two hundred thirty two
		steps etc. complete. 40 mm thick with	467.23	Sq.m	232.90	and paise ninety only:
1		20 mm nominal size stone aggregate.	, [-	Grander .	and paise innery only.
		Extra for making chequers of approved			,,,,,,,	
<i>/</i>		pattern on cement concrete floors, steps,				
-		landing, pavemerts etc.				
		10+2,BUILDING=467.23 SQM				

Sal Highway & Builders Pvt. Ltd.

Director

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J		FINISHING WORK		· · · · · · · · · · · · · · · · · · ·	. ,	
30	13.78.1	Applying one coat of cement primer of approved brand and manufacture on wall surface: Cement primer 10+2,BUILDING EXTERNAL WALL=1145.18 SQM	1145.18	Sq.m	24.90	Rs. Twenty four and paise ninety only.
31	13.79.1	Finishing walls with water proofing cement paint of approved brand and manufacture and of required shade to give an even shade New work (three or more coats) 10+2,BUILDING EXTERNAL WALL=1145.18 SQM	1145.18	Sq.m	60.50	Rs. Sixty and paise fifty only.
32	13.77A.1	Distempering with 1st quality washable distemper (ready made) of approved manufacturer and of required shade and colour complete. As per manufacture's specifications. Two or more coats on new work 10+2,BUILDING INTERNAL WALL & CEILING=2862.15 SQM	2862.15	Sq.m	34.70	Rs. Thirty four and paise seventy on ly.
33	13.81.1	Applying priming coat with ready mixed pink or grey primer of approved brand and manufacture on wood work (hard and softwood) 10+2, BUILDING =211.68 SQM	211.68	Sq.m	25.20	Rs. Twenty five and paise twenty only.
34	13.81.3	Applying priming coat with ready mixed zinc chromate yellow primer of approved brand and manufacture on steel galvanized iron/steel work. 10+2, BUILDING =190.83 SOM	190.83	Sq.m	21.30	Rs. Twenty one and paise thirty only.
35	13.93.1	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade two or more coats on new work 10+2, BUILDING =360.72 SOM	360.72	Sq.m	50.90	Rs. Fifty and paise ninety only.
36	10.1	Structural steel work in singal section fixed without connecting plate including cutting.hoisting, fixing in position and applying a priming coat of approved steel primer all complete. 10+2, BUILDING =491.40 KG	491.40	Kg.	60.10	Rs. Sixty and pasie ten only.

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37	9,21.1	Providing and fixing flush door shutters conforming to IS: 2202 (Part-I) non-decorative type.core of block board construction with frame of 1st class tiard wood and well mathched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters. 35 mm thick including anodized aluminum butt hinges with necessary screws 10+2, BUILDING =65.52 SQM	65.52	Sq.m	1823.80	Rs. One thousand eight hundred twenty three and pasie eighty only.
38		Providing and fixing factory made P.V.C. door frame of size 50x47 mm with a wall thickness of 5 mm, made out of extruded 5mm rigid PVC foam sheet, mitred at corners and joined with 2 Nos of 150 mm long brackets of 15x15 mm M.S. square tube, the vertical door frame profiles to be reinforced with 19x19 mm M.S. square tube of 19 gauge, EPDM rubbergasket weather seal to be provided through out the frame. The door frame to be fixed to the wall using M.S. screws of 65/100 mm size, complete as per manufacturer's specification and direction of Engineerin-Charge 10+2, BUILDING =69.60 SQM	69.60	Rmt	503.94	Rs. Five hundred three and paise ninety four only.

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Director

Chief Engineer

B.S.E.I.D.C. Ltd, Patna

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39	9.120.1 DSI	Providing and fixing factory made panel PVC door shutter consisting of frame made out of M.S. tubes of 19 gauge thickness and size of 19 mm x 19 mm for styles and 15x15 mm for top & bottom rails. M.S. frame shall have a coat of steel primers of approved make and manufacture. M.S. frame covered with 5 mm thick heat moulded PVC 'C' channel of size 30 mm thickness, 70 mm width out of which 50 mm shall be flat and 20 mm shall be tapered in 45 degree angle on both side forming styles and 5 mm thick, 95 mm wide PVC sheet out of which 75 mm shall be flat and 20 mm shall be tapered in 45 degree on the inner side to form top and bottom rail and 115 mm wide PVC sheet out of which 75 mm shall be flat and 20 mm shall be to form lock rail. Top, bottom and lock rails shall be provided both side of the panel. 10 mm (5 mm x 2) thick, 20 mm wide cross PVC sheet be provided as gap insert for top rail & bottom rail, paneling of 5 mm thick both side PVC sheet to be fitted in the M.S. frame welded/ sealed to the styles & rails with 7 mm (5 mm+2 mm) thick x 15 mm wide PVC sheet beading on inner side, and joined together with solvent cement adhesive. An additional 5 mm thick PVC strip of 20 mm width is to be stuck on the interior side of the 'C' Channel using PVC solvent adhesive etc. complete as per direction of Engineer-in-charge, manufacturer's specification & drawing. 30 mm thick plain PVC door shutters 10+2, BUILDING =22.68 SQM	22.68	Sq.m	2777.10	Rs. Two thousand seven hundred seventy seven and pasie ten only.
40	9.103.2	Providing and fixing M.S. door latch with screws etc.complete - 250x20x6 mm 10+2, BUILDING =40 EACH	40.00	Each	57.80	Rs. Fifty seven and paise eighty only.
41	9.104.1	Providing and fixing M.S.handles with necessary screws etc.complete 125 mm 10+2, BUILDING =80 EACH	80.00	Each	27.50	Rs. Twenty seven and paise fifty only.
42	9,223,2	Providing and fixing alluminium hanging floor door stopper anodised (anodic coating not less than grade AC 10 as per IS:1868) transparent or dyed to required colour and shade with necessary screws etc.complete:Twin rubber stopper 10+2, BUILDING =40 EACH	40.00	Each	82.70	Rs. Eighty two and paise seventy only.
43	9.146.1	Providing and fixing bright finished brass handles with screws etc. complete 125 mm 10+2, BUILDING =40 EACH	40.00	Each	183.10	Rs. One hundred eighty three and paise ten only.

Sal Highway & Builders Pvt. Ltd.

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Chief Engineer

B.S.E.I.D.C. Ltd, Patna

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Ī			STEEL WORK			₁	
	44	2 1+1 0.13B	Providing and fixing glazed steel doors,				
1	7.7	12,1(1=:	windows or ventilators of standard				
)		rolled steel sections, joints mitered and				
			welded with 15x3 mm M.S. lugs10cm				
	À		long with steel legs embedded in cement				
urri de la			concrete blocks 15x10x10cm.of (1:3:6)				
			(1cement : 3coarse sand : 6graded stone				
			aggregate 20mm nominal size) or with				
9 3	3						
٠	į.	*	wooden plugs and screws or rawl plugs				
1			and screws or with fixing clips or with				
٠			bolts and nuts as required, including				Rs. Three thousand two
ĺ			providing and fixing of glass panels with	136.08	Sq.m	3270.60	hundred seventy and paise
			glazing clips and special metal-sash		-		sixty only.
1			putty of approved make complete			parameter 1	Control of the contro
only			including applying a priming coat of				Without with the state of the s
ĺ			approved steel primer excluding the cost	Samuel Control of the		•	
7			of metal beading and other fitting except				
io.			necessary hinges or pivots as required				÷
1			Extra for providing and fixing steel				
1			beading of approved shape and section				
ĺ	•		with screws instread of glaxing clips and		•		
-			met. Sash putty in steel doors,				
اً		i	windows, ventilators and composite				
4			units.				
-	45	12.1+10.13C	Providing and fixing glazed steel doors,				
	43	12,1110.150	windows or ventilators of standard rolled steel				
			sections, joints mitered and welded with 15x3				
-			mm M.S. ugs10cm long with steel legs				
			embedded in cement concrete blocks				
1			15x10x10cm.of (1:3:6) (1cement : 3coarse sand : 6graded stone aggregate 20mm nominal size)				
1			or with wooden plugs and screws or rawl plugs				
1			and screws or with fixing clips or with bolts and				
1	١.		nuts as required, including providing and fixing				
7			of glass panels with glazing clips and special				D. Thurs the send torre
			metal-sash putty of approved make complete			2277 (0	Rs. Three thousand two
			including applying a priming coat of approved	6.48	Sq.m	3277.60	hundred seventy seven and
)			steel primer excluding the cost of metal beading				paise sixty only.
			and other fitting except necessary hinges or			Marani.	
, and a		-	pivots as required Extra for providing and fixing steel beading of approved shape and section			med	
			with screws instread of glaxing clips and met.				
			Sash putty in steeldoors, windows, ventilators				
1			and composite units.				
			10+2, BUILDING =6.48 SQM				
	46		Providing and fixing M.S. grills of				
			requirement pattern in frames of				
-			windows etc. with M.S. flats square or	4138.20	Kgs.	91.50	Rs. Ninety one and paise
			round bars etc all complete	.100,20	00'		fifty only.
			fixed to steel windows by welding.	italitano		Vilation.	
			10+2, BUILDING =4138.20 KG		<u> </u>		L NIM LINE
				B) Comment			$AW \times AVY$

Sai Hiohway & Builders Pvt. Ltd.

Director

Chief Engineer
B.S.E.I.D.C. Ltd, Patna
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	5.22	Reinforcement for RCC work including straightening, cutting, bending, placing in position and bonding all complete.				
<u> </u>		TMTC-500				
	5.22.7A		16131.00	KG	74.40	Rs. Sevent y four and paise forty only.
	5.22.7B		919.00	KG	73.10	Rs. Sevent y three and paise ten only.
	5.22.7C		12029.00	KG	71.80	Rs. Sevent y one and paise eighty only.
 	5.22.7D		3439.00	KG	72.80	Rs. Seventy two and paise eighty only.
<u> </u>	5.22.7E		1877.00	- KG	72.20	Rs. Seventy two and paise twenty only.
-	5.22.7F		1922.00	KG	72,20	Rs. Seventy two and paise twenty only.
	10.19	Providing & fixing M.S. Fan hook of 16 mm. dia. M.S. bar 1 Mtr. Long bent to required size and shape, placed in position and fixed in Truss Frame / RCC Slab / beam at the time of casting all complete as per building specification and direction of E/I. (Where materials is not supplied by deptt.) 10+2, BUILDING=60 EACH	60.00	Each	121.80	Rs. One hundred twenty one and paise eighty only.
	10.33.1	Providing & fixing hand rail by welding etc. to steel ladder railling & staircases railling including applying a priming coat of approved steel primer. MS tube (medium) 40mm nominal bore. 10+2, BUILDING=470 KG	470.00	KG	91.10	Rs. Ninety one and paise ten only.

Sai Highway & Builders Pvt. Ltd.

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Chief Engineer

B.S.E.I.D.C. Ltd, Patna

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	T	MISCELLANEOUS WORK			·····	
50	4.17	Making plinth protection 50mm thick of cement concrete 1:3:6 (1 cement :3 coarse sand : 6 graded stone aggregate 20mm nominal size) over 75mm bed by dry brick ballast 40mm nominal size well rammend and consolidated and grouted with fine sand including finishing the top smooth. 10+2, BUILDING=96.71 SQM	96.71	Sq.m	319.30	Rs. Three Inundred nineteen and paise t hirty only.
		SHUTTERING				
51	5.9.1	Centring and shuttering including strutting, propping etc. and removal of form for foundation, footings, basees of columns etc. for mass concrete. 10+2, BUILDING=112.62 SQM	112.62	Sqm.	166.70	Rs. One hundred sixty six and paise seventy only.
52	5.9.5	Centring and shuttering including strutting, propping etc. and removal of form for lintel, beams, plinth beams, griders, bressumers and contilevers. 10+2, BUILDING=614.57 SQM	614.57	Sqm.	251.30	Rs. Two hundred fifty one and paise thirty only.
53	5.9.6	Centring and shuttering including strutting, propping etc. and removal of form for columns, pillars, piers, abutments, posts and struts 10+2, BUILDING=916.08 SQM	916.08	Sqm.	344.40	Rs. Three hundred forty four and paise forty only.
54	5.9.3	Centring and shuttering including strutting, propping etc. and removal of form for suspended floors, roofs, landings, balconies and access platform. 10+2, BUILDING=946.27 SQM	946.27	Sqm.	275.60	Rs. Two hundred seventy five and paise sixty only.
)					Total (A)	10,304,414.89
)		Plumbing and Sanitary Work				
55	B.S.R 12.78	Providing and fixing on wall face unplastidsed PVC (working pressure 4 kgf per sqm) rain water pipes cinforming to IS:4985 including jointing with seal ring conforming to IS:5382 leaving 10 mm gap for thermal				
)	12.78.2	expansion. 110 mm diameter. 10+2, BUILDING=50 MTS	50.00	Rmt	214.20	Rs. Two hundred forteen and piase twenty only.

Sai Highway & Builders Pvt. Ltd.

Director

Chief Engineer
B.S.E.I.D.C. Ltd, Patna

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56	17.1.1	Providing and fixining 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 munally 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.				
		White Vitreous China Orissa pattern W C pan of size 580 x 440 mm with integral type foot rest. 10+2, BUILDING=5 EACH	5.00	Each	3035.40	Rs. Three thousand thirty five and paise forty only,
57 、	17.2.2	Providing and fixing white vitreous china pedestal type water closet (European type W.C. pan) with seat and lid, 10 litre low level white P.V.C. flushing cistern, including flush pipe, with manually controlled device (handle lever), conforming to IS: 7231, with all fittings and fixtures complete, including cutting and making good the walls and floors wherever required:				
		W.C. pan with ISI marked black solid plastic seat and lid 10+2, BUILDING=5 EACH	5.00	Each	2928.30	Rs. Two thousand nine hundred twenty eight and paise thirty only.
58	17.4.3	Providing and fixing white vitreous china flat back or wall corner type lipped front urinal basin of 430x260x350 mm and 340x410x265 mm 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 wherever required:			- Carrier of the Carr	
)		Range of three urinal basins with 10litre white P.V.C. automatic flushing cistern. 10+2, BUILDING=6 EACH	. 6.00	Each	6196.80	Rs. Six thousand one hundred ninety six and paise eighty only.
59	17.7.1	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:				

Sai Highway & Builders Pvt. Ltd.

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Chief Engineer

B.S.E.I.D.C. Ltd, Patna

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		White Vitreous China Wash basin size 630x450 mm with a pair of 15 mm C.P. brass pillar taps. 10+2, BUILDING=10 EACH	10.00	Each	2120.30	Rs. Two thousand one hundred twenty and paise thirty only.
60	17.28	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete.				
	17.28.2.1	Flexible pipe 32 mm dia 10+2, BUILDING=10 EACH	10.00	Each	78.60	Rs. Seventy eight and paise sixty only.
61	17.32.2	Providing and fixing mirror of superior glass (of approved quality) and of required shape and size with plastic moulded frame of approved make and shade with 6 mm thick hard board backing: Rectangular shape 453 x 357 mm 10+2. BUILDING=10 EACH	۲. :	Each	643.40	Rs. Six hundred forty three and paise forty only.
62	17.33	Providing and fixing 600 x 120 x 5 mm glass shelf with edges round off, supported on anodised aluminium angle frame with C.P. brass brackets and guard rail complete fixed with 40 mm long screws, rawl plugs etc., complete. 10+2, BUILDING=10 EACH	10.00	Each	478.30	Rs. Four hundred seventy eight and paise thirty only.
63	17.35.1.2	Providing & fixing soil, waste and vent pipes: Centrifugally cast (spun) iron socket & spigot (S & S) pipe as per IS: 3989 10+2, BUILDING=100 METER	100.00	metre	1017.70	Rs. One thousand seventeen and paise seventy only.
64	17.36.2	Providing and filling the joints with spun yarn, cement slurry and cement mortar 1:2 (1 cement : 2 fine sand) in S.C.I / C.I. Pipes: 100mm dia pipe	10.00	Each	46.70	Rs. Forty six and paise seventy only.
65	17.43.1.2	10+2. BUILDING=10 EACH Providing and fixing single equal plain junction of required degree with access door, insertion rubber washer 3 mm thick, bolts and nuts complete. Sand cast iron S&S as per IS - 3989 10+2, BUILDING=10 EACH	10.00	Each	674.90	Rs. Six hundred seventy four and paise ninety only.
66	17,60.1.1	Providing and fixing trap of self cleansing design with screwed down or hinged grating with or without vent arm complete, including cost of cutting and making good the walls and floors: Sand cast iron S & S as per IS: 3989 10+2, BUILDING=14 EACH		Each	837.70	Rs. Eigh hundred thirty seven and paise seventy only.

) Sai Highway & Builders Pvt. Ltd.

Director

Chief Engineer
B.S.E.I.D.C. Ltd, Patna
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67	18.3.2	Providing and fixing Polyethelene-Aluminium-Polyethelene (PE-AL-PE) Composite Pressure Pipes conforming to IS - 15450, U.V. stabilized with carbon black having thermal stability for hot & cold water supply, capable to withstand temperature up to 80°C, including all special fittings of composite material (engineering plastic blend and brass inserts wherever required) e.g. elbows, tees, reducers, couplers & connectors etc., with trenching, refilling and testing of joints complete as per direction of the engineer in charge. 1620 (20mm OD) pipe 10+2, BUILDING=90 METER	90.00	metre	239.80	Rs. Two hundred thirty nine and pasie eighty only.
68	18.8.1	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings including fixing the pipe with clamps at 1.00 m spacing. This includes joining of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of E/I Concealed work including cutting chases and making good the wall etc. 15 mm nominal outer dia Pipes 10+2, BUILDING=100 METER	100.00	metre	241.00	Rs. Two hundred forty one only.
69	18.9.3	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge. 25 mm nominal Outer dia Pipes 10+2, BUILDING=25 METER	25.00	metre	193.80	Rs. One hundred ninety three and paise eighty only.

Sai Highway & Builders Pvt. Ltd.

Director

Chief Engineer

B.S.E.I.D.C. Ltd, Patna

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67	8.3.2	Providing and fixing Polyethelene-Aluminium-Polyethelene (PE-AL-PE) Composite Pressure Pipes conforming to IS - 15450, U.V. stabilized with carbon black having thermal stability for hot & cold water supply, capable to withstand temperature up to 80°C, including all special fittings of composite material (engineering plastic blend and brass inserts wherever required) e.g. elbows, tees, reducers, couplers & connectors etc., with trenching, refilling and testing of joints complete as per direction of the engineer in charge. 1620 (20mm OD) pipe 10+2, BUILDING=90 METER	90.00	metre	239.80	Rs. Two hundred thirty nine and pasie eighty only.
68	18.8.1	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings including fixing the pipe with clamps at 1.00 m spacing. This includes joining of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of E/I Concealed work including cutting chases and making good the wall etc. 15 mm nominal outer dia Pipes 10+2, BUILDING=100 METER		metre	241.00	Rs. Two hundred forty one only.
69	18.9.3	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge. 25 mm nominal Outer dia Pipes 10+2, BUILDING=25 METER	25.00	metre	193.80	Rs. One hundred ninety three and paise eighty only.

Şai Highway & Builders Pvt. Ltd.

Director

Chief Engineer

B.S.E.I.D.C. Ltd, Patna

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70	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. 10+2, BUILDING=6000 PER LITER	6000.00	per litre	6.80	Rs. Six and pasie eighty only.
71	18.49	Providing and fixing C.P. brass bib cock of approved quality conforming to IS:8931 10+2, BUILDING=10 EACH	10.00	Each	497.00	Rs. Four hundred ninety seven only.
72 	18.52	15 mm nominal bore. Providing and fixing C.P. brass stop cock (concealed of standard design and of approved make conforming to IS: 8931	24.00	Each	670.70	Rs. Six hundred seventy and paise seventy only.
73	19.2.1	15 mm nominal bore. 10+2, BUILDING=10 EACH Providing and laying cement concrete 1:5:10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size) all-round S.W. pipes including bed concrete as per standard design : 100 mm diameter S.W. pipe 10+2, BUILDING=30 METER		metre	312.50	Rs. Three hundred twelve and pasie fifty only.
74	19.6.1	Providing and laying non-pressure NP2 class (light duty) R.C.C. pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete: 100 mm dia R.C.C. pipe 10+2, BUILDING=10METER		metre	312.90	Rs. Three hundred twelve and paise ninety only.
75	19.27.1	Constructing brick masonry road gully chamber 50x45x60 cm with bricks in cement mortar 1:4 (1cement : 4 coarse sand) including 500x450 mm pre-cast R.C.C. horizontal grating with frame complete as per standard design : With common burnt clay F.P.S. (non modular) bricks of class designation 7.5 10+2, BUILDING=4METER	4.00	Each	3117.30	Rs. Three thousand one hundred seventeen and paise thirty only.

Sai Highway & Builders Pvt. Ltd.

Director

Chief Engineer

B.S.E.I.D.C. Ltd, Patna

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76	19.30.1.1	Contructing brick masonry chamber for Underground C.I. Inspection Chamber and bend with 75 class designation bricks in cement mortar 1:4 (1 cement: 4 coarse sand) C.I. Cover with frame (light duty) 455x610 mm internal dimentions, total weight of cover with frame to be not less than 38 kg. (weight of cover 23 kg. and weight of frame 15 kg.) RCC top slab with 1:2:4mix (1 cement: 1.5 coarse sand :3 graded stone aggregate 20 mm nominal size) foundation concrete 1:5:10 mix (1 cement:5 coarse sand : 10 graded stone aggregate 40 mm nominal size), inside plastering 12 mm th. with cement mortar 1:3 (1 cement:3 coarse sand) finished smooth with a floating coat of neat cement on walls and bed concrete etc. complete as per standard design. Inside dimensions 455x610 mm and 45cm deep for single pipe line: With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	4.00	Each	3949.10	Rs. Three thousand nine hundred forty nine and paise ten only.
77	19.32.1	Making soak pit 2.5 m diameter 3.0 metre deep with 45 x 45 cm dry brick honey comb shaft with brick and S.W. drain pipe 100 mm diameter, 1.8 m long complete as per standard design. With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	1.00	Each	25900.10	Rs. Twenty five thousand nine hundred and paise ten only.
78	19.34	Providing and fixing S.W. intercepting trap in manholes with stiff mixture of cement mortar 1:1 (1 cement : 1 fine sand) including testing of joints etc. complete:				
)	19.34.1	100 mm dia	4.00	Each	283.80	Rs. Two hundred eighty three and paise eighty only.
79		Detailed Estimate for construction of 125 mm x 40 mm x 90 mm Tube well Manual Boring	1.00	Each	60432.00	Rs. Sixty thousand four hundred thirty two only.
80	Code no. of 1352	(i) C.I. cover and frame 300 x 300 mm inside	1.00	Each	374.60	Rs. Three hundred sevnety four and paise sixty only.
81	1621	(ii) S.C.I. plain bend 100 mm dia	1.00	Each	436.40	Rs. Four hundred thirty six and paise forty only.
82	Code no. of 7087	(iii) S.C.I. Tee 150 mm dia	1.00	Each	748.11	Rs. Seven hundred forty eight and paise eleven only.
					TOTAL (B)	473818.91
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Director

Chief Engineer

B.S.E.I.D.C. Ltd, Patna

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		Electrical Works (1% labour cess has been added on current SOR as labour cess is not included in current SOR).				
83	1.8	Wiring for light point /fan point / exhaust fan point / call bell point with 1.5 sq.mm FR PVC insulated copper conductor single core cable in surface / recessed medium class PVC conduit, with piano type switch, phenolic laminated sheet, suitable size M.S. box and earthing the point with 1.5 sq.mm. FR PVC insulated copper conductor single core cable etc. as required.				·
months of 18 to 18	1.8.3	Group C	235	Nos.	681.75	Rs. Six hundred eighty one and paise seventy five only.
84	1.9	Wiring for twin control light point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed medium class PVC conduit, 2 way piano type switch, phenolic laminated sheet, suitable size MS box and earthing the point with 1.5 sq.mm. FRLS PVC insulated copper conductor single core cable etc as required	8	Point	685.79	Rs. Six hundred eighty five and pasie seventy nine only.
85	1.12	Wiring for light/ power plug with 2x4 sq.mm FR PVC insulated copper conductor single core cable in surface/ recessed medium class PVC conduit along with 1 No 4 sq. mm FR PVC insulated copper conductor single core cable for loop earthing as required.	570	mtr.	163.62	Rs. One hundred sixty three and paise sixty two only.
86	1.14	Wiring for circuit / submain wiring alongwith earth wire with the following sizes of FR PVC insulated copper conductor, single core cable in surface / recessed medium class PVC conduit as required.				
	1.14.3	2 x 2.5 sq.mm + 1 x 2.5 sq. mm earth wire	995	mtr.	163.62	Rs. One hundred sixty three and paise sixty two only.
87	1.14	Wiring for circuit / submain wiring alongwith earth wire with the following sizes of FR PVC insulated copper conductor, single core cable in surface / recessed medium class PVC conduit as required.				

ai Highway & Builders Pvt. Ltd.

Director

Chief Engineer

B.S.E.I.D.C. Ltd, Patna

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	1.14.9	4 x 6 sq.mm + 2 x 6 sq. mm earth wire	100	mtr.	392.89	Rs. Three Hundred ninety two and pa ise eighty nine
88	1.18	Supplying and drawing following pair 0.5 sq.mm. FR PVC insulated annealed copper conductor, unarmored telephone cable in the existing surface/ recessed steel/ PVC conduit as required.				only.
))	1.18.1	1 Pair	50	mtr.	14.14	Rs. Forteen and paise forteen only.
89) 	1.19	Supplying and drawing co-axial TV cable RG-6 grade, 0.7 mm solid copper conductor PE insulated, shielded with fine tinned copper braid and protected with PVC sheath in the existing surface / recessed steel / PVC conduit as required.	50	mtr.	28.28	Rs. Twenty eight and paise twenty eight only.
90	1.23	suppling and fixing following piano type switch socket on the existing switch box/cover including connections etc.as required				
	1.23.1	5/6 amp switch	34	Each	33.33	Rs. Thirty three and paise thirty three only.
91	1.23.4	3 pin 5/6 amp socket outlet.	34	Each	41.41	Rs. Forty one and paise forty one only.
	1.24	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.			and the second second	
92	1.24.6	Telephone socket outlet	8	Each	95.95	Rs. Ninety five and paise ninety five only.
	1.24	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.				
93	1.24.7	TV antenna socket outlet	11	Each	94.94	Rs. Ninety four and paise ninety four only.
	1.25	suppling and fixing stepped type electronic fan regulator on the existing modular plate switch box including connections but excluding modular plate etc.as required	50	Each	286,84	Rs. Two hundred eighty six and paise eighty four only.
94	1.29	Supplying and fixing metal box of 150mm x 75mm x 60mm deep (nominal size) on surface on in recess with suitable size of phenolic laminated sheet cover in front including providing and fixing 3 pin 5/6 amps socket outlet and 5/6 amps piano type switch, connection, painting etc. as required. (For light plugs to be used in non residential buildings).	65	·Nos.	195.94	Rs. One hundred ninety five and paise ninety four only.

ai Highway & Builders Pvt. Ltd.

Director

Chief Engineer

B.S.E.I.D.C. Ltd, Patna

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	1.14.9	4 x 6 sq.mm + 2 x 6 sq. mm earth wire	100	mtr.	392.89	Rs. Three hundred ninety two and paise eighty nine only.
38	1.18	Supplying and drawing following pair 0.5 sq.mm. FR PVC insulated annealed copper conductor, unarmored telephone cable in the existing surface/ recessed steel/ PVC conduit as required.				
	1.18.1	1 Pair	50	mtr.	14.14	Rs. Forteen and paise forteen only.
 	1.19	Supplying and drawing co-axial TV cable RG-6 grade, 0.7 mm solid copper conductor PE insulated, shielded with fine tinned copper braid and protected with PVC sheath in the existing surface / recessed steel / PVC conduit as required.	50	mtr.	28.28	Rs. Twenty eight and paise twenty eight only.
90	1.23	suppling and fixing following piano type switch socket on the existing switch box/cover including connections etc.as required				
	1.23.1	5/6 amp switch	34	Each	33,33	thirty three only.
91	1.23.4	3 pin 5/6 amp socket outlet.	34	Each	41.41	Rs. Forty one and paise forty one only.
	1.24	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.			green and the second	. Consideration
92	1.24.6	Telephone socket outlet	8	Each	95.95	Rs. Ninety five and paise ninety five only.
	1.24	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.				Rs. Ninety four and paise
93	1.24.7	TV antenna socket outlet	11	Each	94.9	4 ninety four only.
	1.25	suppling and fixing stepped type electronic fan regulator on the existing modular plate switch box including connections but excluding modular plat- etc.as required	g 50 e	Each	286.8	Rs. Two hundred eighty six and paise eighty four only.
94	1.29	Supplying and fixing metal box of 150mm 75mm x 60mm deep (nominal size) on surfaction in recess with suitable size of phenolical laminated sheet cover in front including providing and fixing 3 pin 5/6 amps sock outlet and 5/6 amps piano type switch connection, painting etc. as required. (For lightly plugs to be used in non residential buildings).	get 65	Nos.	195.9	Rs. One hundred ninety five and paise ninety four only.

Saj Highway & Builders Pyt. Ltd.

Director

Chief Engineer

B.S.E.I.D.C. Ltd, Patna

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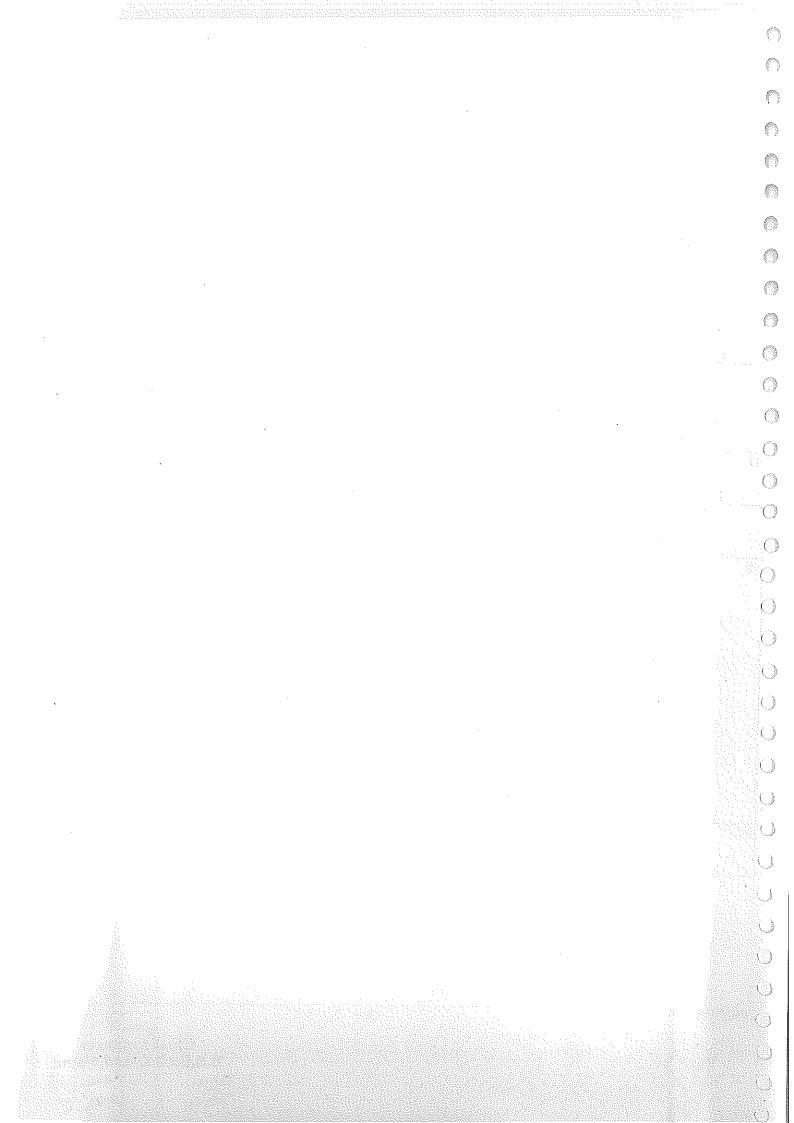
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95	1.30	Supplying and fixing metal box of 180mm x 100mm x 60mm deep (nominal size) on surface or in recess with suitable size of phenolic laminated sheet cover in front including providing and fixing 6 pin 5/6 & 15/16 amps socket outlet and 15/16 amps piano type switch, connection, painting etc. as required.	30	Nos.	278.76	Rs. Two hundred seventy eight and paise seventy six only.
	1.33	suppling and fixing 3 pin,5amp celling rose on the existing junction box/wooden block including connection etc as required	154	Nos.	43.43	Rs. Forty three and paise forty three only.
96	1.34	suppling and fixing brass batten/angle holder including connection etc as required	60	Nos.	74.74	Rs. Seventy four and paise seventy four only.
	2.13	suppling and fixing following rating, four pole,415 volts,isolater in the existing MCB DB complete with connections,testing and commissioning etc.as required.				:
97	2.13.1	40 amp	4	Each	665.59	Rs. Six hundred sixty five and paise fifty nine only.
The state of the s	2.13.2	63 amp	4	Each	676.70	Rs. Six hundred seventy six and paise seventy only.
98	2.8	Supplying and fixing following way prewired vertical type TP&N MCB distribution board of steel sheet for 415 volts on surface / recess complete with loose wire box, terminal connectors for all incoming and outgoing circuits, duly prewired with suitable size of FR PVC insulated copper conductor for upto the terminal blocks, tinned copper bus bar, neutral link, earth bar, din bar, detachable gland plate, interconnections, powder painted including earthing etc. as required. (But without MCB/RCCB/Isolator)				
99	2.8.6	6 way (4 + 18), double door	8	Each	9,590.96	Rs. Nine thousand five hundred ninety and paise ninety six only.
	2.10	Supplying and fixing 5 amps to 32 amps rating, 240/415 volts, "C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required.				

Chief Engineer
B.S.E.I.D.C. Ltd, Patna

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	2.10.1	6/32 A single pole	80	Each	170.69	Rs. One hundred seventy and paise sixty nine only.
THE STATE OF THE S	3.2	Supplying, installing, testing and commissioning of following capacity TPN tap off box made of 1.6mm thick sheet steel enclosure duly painted with powder coating on exinsing rising mains complete with PPN disconnector FSU AND HRC fuses, connections, earthing etc as required.			promise the second seco	
100	3.2.3	63 amps TPN	1	Each	7,064.95	Rs. Seven thousand sixty four and paise ninety five only.
	3.2	Supplying, installing, testing and commissioning of following capacity TPN tap off box made of 1.6mm thick sheet steel enclosure duly painted with powder coating on exinsing rising mains complete with PPN disconnector FSU AND HRC fuses, connections, earthing etc as required.			Good or a	
	3.2.4	100 amps TPN	1	Each	8,134.54	Rs. Eight thousand one hundred thirty four and paise fifty four only.
	5.6	Earthing with copper earth plate 600mm x 600mm x 3mm thick including accessories, and providing masonary enclosure with cover plate having locking arrangement and watering pipe of 2.7 metre long etc. with charcoal / coke and salt as required.	2	Nos.	9,384.92	Rs. Nine thousand three hundred eighty four and paise ninety two only.

a Highway & Builders Pvt. Ltd.

Director

Chief Engineer
B.S.E.I.D.C. Ltd. Patna
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	5.1	Providing and fixing 25 mm X 5 mm copper strip in 40 mm dia G.I. pipe from earth electrode including connection with brass nut, bolt, spring, washer excavation and re-filling etc. as required	4	mtr	1,092.82	Rs. One thousand ninety two and pa ise eighty two only.
Mary Control of the C	5.14	Providing and fixing 25 mm X 5 mm copper strip on surface or in recess for connections etc. as required	12	mtr	864.56	Rs. Eight hundred sixty four and paise fifty six only.
	2.5 BSR- 2009	Providing and fixing following capactity busbar chamber with 4 strips of suitable size made of heavy duty complete with all accessories including connections earthing the body etc, as required. 100amps	Ű.			
<u>/ </u>	2.5.2	100amps	1	Each	2,821.94	Rs. Two thousand eight hundred twenty one and paise ninety four only.
	7.10	Laying of One number Pvc insulated and Pvc Shelthed/XLPE power cable of 1.1KV grade of following Size direct in ground including excavation ,Sand cushioning,Protective Covering and refilling the trench etc as required.				
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	JSR 2014	Heavy duty armoured electrical cable With aluminium conductor for working voltage upto and including 1100 volts,70mm 3.5 core				
<u></u>	1909	,70mm 3.5 core	100	mtrs	580.75	Rs. Five hundred eighty and paise seventy five only
			<u> </u>		TOTAL (C)	719,503.80

)Sai Highway & Builders Pvt. Ltd.

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Director

Chief Engineer
B.S.E.I.D.C. Ltd, Patna

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SL.	DISTRICT		GROUP NO -SSSM- 44(A) NAME OF SCHOOL				
		CROUP NO					
			Grar	nd Total (13,307,836.84	
					Total (e)	1,734,601,74	
	Cement		275.504	МТ	798.89	Rs. Seven hundred ninety eight and paise eighty nine only.	
103	BCD Bricks	JANA W.K.T GITTATA	185.631	Thous.	0.00	zero	
	ADD EXTE	RA COST OF MATERIAL FOR OMM. W.R.T GAYA AS PER SOR					
		Steel	36.22	МТ	289.87	Rs. Two hundred eighty nine and paise eighty seve only.	
		Brick	185.63	Thous.	601.67	Rs. Six hundred one and paise sixty seven only.	
		Stone Chips	353.55	- cum	2356.31	Rs. Two thousand three hundred fifty six and paise thirty one only.	
	Loud 111	Local Sand	429.93	cum	205.29	Rs. Two hundred five and paise twenty nine only.	
	Lead in Km	Sand	372.679	cum	1049.49	Rs. One thousand forty nine and paise forty nine only.	
		Cement	275.504	МТ	289.87	Rs. Two h undred eighty nine and paise eighty seve only.	
102		Type of materials			Rate Incl. 1% Lab. Cess		
		CARRIAGE	OF MATER	JALS	TOTAL(D)	75497.50	
		type multipurpose Fire Extinguishers 4 Kgs. Capacity, fitted with pressure guage complete in all respects, ready to use, complete installation kit.	10.00	nos	7549.75	Rs. Seven thousand five hundred forty nine and paise seve nty five only.	
101	DGS&D	FIRE FIGHTING Brand new ISI marked Life Guard ABC					

(Rupees One Crore Thirty Three Lakh Seven Thousand Eight Hundred Thirty Seven Only)

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Director

Chief Engineer

B.S.E.I.D.C. Ltd. Patna

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1	GOPALGA	U.M.S H.A	ARPUR	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	13,307,837.0
SL.	DISTRICT	GROUP N NAME OF S	O -SSSM- 4 SCHOOL	14(A)		Amount (Rs.)
			Gra	nd Total (A+B+C+D+E	13,307,836.84
					Total (e)	1,734,601.74
	Cement		275.504	MT	798.89	eight and paise eighty nine only.
103	Bricks		185.631	Thous.	0.00	Rs. Seven hundred ninety
		RA COST OF MATERIAL FOR DMM. W.R.T GAYA AS PER SOR	4449			
		Steel	36.22	МТ	289.87	Rs. Two hundred eighty nine and paise eighty seve only.
		Brick	185.63	Thous.	601.67	Rs. Six hundred one and paise sixty seven only.
		Stone Chips	353.55	cum	2356.31	Rs. Two thousand three hundred fifty six and paise thirty one only.
		Local Sand	429.93	cum	205.29	Rs. Two hundred five and paise twenty nine only.
	Lead in Km	Sand	372.679	cum	1049.49	Rs. One thousand forty nine and paise forty nine only.
		Cement	275.504	МТ	289.87	Rs. Two hundred eighty nine and paise eighty sever only.
102		Type of materials			Rate Incl. 1% Lab. Cess	
		CARRIAGE	OF MATER	IALS	TOTAL(D)	17477.30
		type multipurpose Fire Extinguishers 4 Kgs. Capacity, fitted with pressure guage complete in all respects, ready to use, complete installation kit.	10.00	nos	7549.75	Rs. Seven thousand five hundred forty nine and paise seventy five only.
_	0~-	FIRE FIGHTING Brand new ISI marked Life Guard ABC				D C 15-10

(Rupees One Crore Thirty Three Lakh Seven Thousand Eight Hundred Thirty Seven Only)

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Chief Engineer

B.S.E.I.D.C. Ltd, Patna

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**Details of Sl. No. 79 (Construction of 125mm x 40mmx 90m Tube well) is given below art 'A' - Cost of Materials Rs. Three hundred fifteen UPVC casing dia 315.00 125mm 27 Meter only. 1 confirming to ISS Rs. Ninety nine and paise 99.38 48 Meter 40mm dia UPVC pipe confirming to ISS thirty eight only. 2 Rs. One hundred eighty 40mm dia PVC ribbed strainer of 182.00 8 Meter two only. 3 approved quality Rs. Two hundred seventy 270.00 Reducing socket 125mm x 40mm Each 4 Supplying all labour and materials & 140.00 Rs. One hundred forty only. fitting & fixing PVC cap over the new Each 5 sink T/well Providing and fixing of G.I pipes Rs. Two hundred twenty complete with G.I fittings and clamps, 224,44 four and paise forty four B.S.R. 18 mtr 6 including, cutting and making good etc only. 1548 32 mm dia (15% C.P & 1% L.Cess) Rs. Five hundred eleven, 32 mm nominal bore Bross Full valve 511.21 B.S.R 1 Each and paise twenty one only, 7 (15% C.P & 1% L.Cess) 1928 Supplying all equipments, tools and installation of 1 HP single phase submersible motor pump set of KSB/ ISI make 2900 rpm capable of discharge Rs. Twenty six thousand 5000 LPH at 45 Mtr head with all 26,446.00 Each 1 necessary riser pipe, starter control four hundred forty six only. 8 panel, 1.25" Full way valve, 1.25" M.S clamp, 1.25" G.I Elbow, 1.25" check valve, 1.25" x 9" long G.I Nipple etc. all complete as per direction of E/I 46,138.37 Sub - Total "A" Part 'B' - Cost of Labour Boring by jet dheki by suitable cutter of reduce as the case may be lowering 125 mm x U.P.V.C x 40 mm dia G.I pipe & strainer of standard quality iron, shoe, plug & socket etc. all complete including providing all tools and plants required for the job as per specification and direction of the engineer in charge. 0 to 30.5 m (i)

Highway & Builders Pvt. Ltd.

Director

Chief Engineer B.S.E.I.D.C. Ltd, Patria

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9	(a) For 125 mm dia U.PV.C pipe	27	mtr	208.77	Rs. Two hundred eight and paise seventy seven only.
10	(b) for 40 mm dia UPVC pipe			que .	
	(i) 0 to 30.5 m	3.5	mtr	119.03	Rs. One hundred nineteen and paise three only.
()	(ii) 30.5 m to 61.0 m	<i>(</i>			
11	(a) For 40 mm dia UPVC pipe	30.5	mtr	136.88	Rs. One hundred thirty six and paise eighty eight only.
` 	(iii) 61'.00 m to 75.00 m			ş	
1 12	a) For 40mm dia UPVC pipe	14	mtr	148.79	Rs. One hundred forty eight and paise seventy nine only.
	(iv) 75.00 m to above	e			D 0 1 1 1 7 1
13	a) For 40mm dia UPVC ribbed strainer of approved quality	8	mtr	148.79	Rs. One hundred forty eight and paise seventy nine only.
14	Providing all labour & tools and lowering 32 mm dia G.I pipe as per specificatin etc. all Complete	24	mtr	21.34	Rs. Twenty one and paise thirty four only.
15	Supplying labour and developing the T/Well to have sand free discharge all complete as per direction of E/I	1	Each	280.50	Rs. Two hundred eighty and paise fifty only.
	Sub - Total B				14,294.28
	DIEN	TOTA	4L COST	Total = C=''A+B''	60,432.65

Tender approved in favour of Sai Highway Builder & Pvt. Ltd. @ 67.27% (Seven Point two seven Percent) below BOQ rates i.e. total amount comes to Rs.1,23,40,357=00 (Rupees One Crore Twenty Three Lacs Forty Thousand Three Hundred Fifty Seven Only)

& Builders Pvt. Ltd.

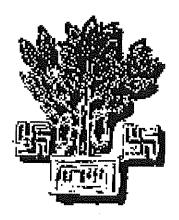
Director

Chief Engineer B.S.E.I.D.C. Ltd, Patna Skelpted

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BSEIDC, Patna Tender: 10+2 Schools in Bihar, (SBD) Group No.: S.S.S.M-44A

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GOVERNMENT OF BIHAR

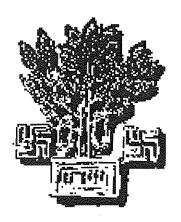
STANDARD BIDDING DOCUMENT PROCUREMENT OF CIVIL WORKS

ai Highway & Builders Pvt. Ltd.

Hody principle

Chief Engineer B.S.E.I.D.C. Ltd, Patna

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GOVERNMENT OF BIHAR

STANDARD BIDDING DOCUMENT PROCUREMENT OF CIVIL WORKS

Sai Highway & Builders Pvt. Ltd.

Highway .

Chief Engineer B.S.E.I.D.C. Ltd, Patna

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STANDARD BIDDING DOCUMENT

PROCUREMENT OF CIVIL WORKS

Sai Highway & Builders Pvt. Ltd.

Director

Seal and Signature of Tenderer

Chief Engineer B.S.E.I.D.C. Ltd, Patna

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Tender: 10+2 Schools in Bihar, (SBD) Group No.: S.S.S.M-44A BSEIDC, Patna

BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. (A Govt. Of Bihar Undertaking)

Shiksha Bhawan, Bihar Rastrabhasa Parishad Campus Acharya Shiv Pujan Sahay Path, Saidpur, PATNA-800004.

NATIONAL COMPETITIVE BIDDING

(CIVIL WORKS)

NAME OF WORK

: Construction of 10+2 Schools in Bihar.

Group No	<u>District</u>		Name of School
S.S.S.M- 44A	GOPALGANJ	1	U.M.S HARPUR

PERIOD OF CONSTRUCTION 2.

: 15 Months.

DATE OF ISSUE OF NOTICE 3.

INVITING BID

: 27.01.2015

PERIOD AND PLACE OF SALE 4.

: FROM: 11-02-2015 To 26-02-2015, 15.00 Hours

OF BID DOCUMENT

on Website: www.eproc.bihar.gov.in

TIME, DATE AND PLACE OF 5.

PRE- BID MEETING

: TIME: 14:30 HOURS, Date: 17-02-2015,, in the office of Managing Director, BSEIDC, Patna.

LAST DATE AND TIME FOR 6.

RECEIPT OF BIDS

: DATE: 27-02-2015,TIME; 15:00 HOURS on Website: www.eproc.bihar.gov.in

*TIME AND DATE OF OPENING 7. **TECHNICAL BIDS**

: DATE: 02-03-2015, TIME: 16:30 HOURS

on Website: www.eproc.bihar.gov.in

*TIME AND DATE OF OPENING 8.

FINANCIAL BIDS

: DATE: 16-03-2015, TIME: 16:00 HOURS on Website: www.eproc.bihar.gov.in

PLACE OF OPENING OF BIDS

: THROUGH WEBSITE Only WWW.eproc.bihar.gov.in

PERIOD OF BID VALIDITY 10.

: 120 Days.

OFFICER INVITING BIDS 11.

: Managing Director, BSEIDC, Patna.

*Should be the same as for the deadline for receipt of bids or promptly thereafter.

Chief Engineer B.S.E.I.D.C. Ltd. Patria

Sai Highway & Builders Pvt,

Seal and Signature of Tenderer

BSEIDC, Patna Tender: 10+2 Schools in Bihar, (SBD) Group No.: S.S.S.M-44A

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INVITATION FOR BID (IFB)

Sai Highway & Builders Pvt. Ltd.

Director

Seal and Signature of Tenderer

Chief Engineer
B.S.E.I.D.C. Ltd, Patna

49. 1016 BSEIDC, Patna Tender: 10+2 Schools in Bihar, (SBD) Group No.: S.S.S.M-44A

बिहार राज्य शैक्षणिक आघारमूत 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)

निविदा आमंत्रण सूचना संख्या—37 वर्ष 2014—15 प्रतिशत मद दर निविदा

(केवल ई-टेन्डरिंग पद्धति के अनुसार वेबसाइट www.eproc.bihar.gov.in पर)

1. बिहार राज्य के अन्तर्गत विभिन्न जिलों में "पंचायत स्तर पर उच्च माध्यमिक विद्यालय एवं बालिका छात्रावास भवन निर्माण कार्य हेतु निम्नांकित निविदायें आमंत्रित की जाती है। कोई भी संवेदक जो केन्द्रीय/राज्य सरकार/सार्वज क्षेत्रों में निबंधित हो, निविदा में भाग ले सकते हैं परन्तु इस निगम का रजिस्ट्रेशन कराना, उक्त कार्य का लेटर अ एक्सेपटेंस प्राप्त होने के बाद अनिवार्य होगा।

	17/1/2	Sirector	l	l	21G/	<u>ا</u>	岩。	I	6
way 8 10	Essendes 47	HATSITIFIA	बहादुरगंज	2	उ० म० वि० मंडलटोला डोहर	129.27	3.9258.D.	ClouddoPa	5,61 8.00
	Doors 4	r Danier /	बहादुरगंज	1	म0 वि० भीमटोला	129.27	2.58 Chief	10000.00 Engineer	5,618.00
9	SSSM- 46	भागलपुर	सनहोला	1	म0 वि० तेलवाड़ा	120.71	2.41	10000.00	5,618.00
		,	धुरैया	3	उ० म० वि० अहिरो	121.51	2.43	10000.00	
8	SSSM- 45	बांका	धुरैया	2	उ० म० वि० ताहिरपुरा कन्या	121.51	2.43	10000.00	5,618.00 5,618.00
			धुरैया	1	उ० म० वि० चलना	121.51	2.43		
7	44		उचका गांव	2	यू० एम० एस० मूरामकसूदपुर	125.71	2.51	10000.00	5,618.00 5,618.00
• • • • • • • • • • • • • • • • • • • •	SSSM-	गोपालगंज	उचका गांव	1	यू० एम० एस० हरपुर	125.71	2.51	10000.00	5,618.00
			मांझा	3	यू० एम० एस० कोलहुआ	125.15	2.50		
6	SSSM- 43	गोपालगंज	मांझा	2	यू० एम० एस० शेखपरसा	125.15	2.50	10000.00	5,618.00
			मांझा	1	यू० एम० एस० संतपुर	125.15	2.50	10000.00	5,618.00
5	42	-	थावे	2	यू० एम० एस० नारायणपुर	125.24		10000.00	5,618.00
	SSSM-	गोपालगंज	थावे	1	एम० एस० सेमरा	125.24	2.50	10000.00	5,618.00
4	SSSM- 41	सुपौल	बसंतपुर	1	मध्य विद्यालय नरपतट्टी	133.41	2.50	10000.00	5,618.00
3	SSSM- 40	मधुबनी	कलुआही	1	एम0 एस0 मलमल	129.56	2.66	10000.00	5,618.00
,,,, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	~~~			3	रामपुर		2.59	10000.00	5,618.00
2	SSSM- 39	मधुबनी	रहिका	2	एम0 एस0 मलनगिया यू0एम0एस0 बाछटोल	129.24	2.58	10000.00	5,618.00
:	OFFIN		रहिका	1	एम० एस० मसनगिया	129.24	2.58	10000.00	5,618.00
1	38		रहिका			129.24	2.58	10000.00	5,618.00
	SSSM-	सीतामढ़ी	बाजपट्टी	1	एम० एस० बिलहिया	127.22	2.54	10000.00	5,618.00
र ुम	ग्रुप संख्या	जिला का नाम	प्रखंड		विद्यालय का नाम	प्राक्कलित राशि (लाख रू०)	अग्रधन की ' राशि (लाख रू०)	परिमाण विपत्र की राशि(रू०)	Beltron Bid Processing Fee (In Rs.)

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11	SSSM- 48	किशनगंज	किशनगंज	1	म0 वि० पानीसाल	128.55	2.57	100 00.00	5,618.00	1
			कोचाधामन	1	उ० म० वि० कन्हैयाबाड़ी	129.00	2.58	100 00.00	5,618.00	+
12	SSSM- 49	किशनगंज	कोचाधामन	2	उ० म० वि० मोहरा	129.00	2.58	100 00.00	5,618.00	
			कोचाधामन	3	उ० म० वि० हरिभाषा	129.00	2.58	100 00.00	5,618.00	
			पोठिया	1	उ० म० वि० जालू चौक	130.73	2.61	100 00.00	5,618.00	1
13	SSSM- 50	किशनगंज	पोठिया	2	उ० म० वि० सोनापूर	130.73	2.61	100 00.00	5,618.00	1
			पोठिया	3	उ० म० वि० भेलागाछी बीरपुर	130.73	2.61	10000.00	5,618.00	1
14	SSSM- 51	किशनगंज	टेरागाच्छ	1	उ० म० वि० आदिवासी टोला भोरहा	134.88	2.69	10000.00	5,618.00	1
			ठाकुरगंज	1	उ० म० वि० पांचगाछी	131.55	2.63	10000.00	5,618.00	1
15	SSSM- 52	किशनगंज	ठाकुरगंज	2	उ० म० वि० लोधा	131.55	2.63	10000.00	5,618.00	1
	52		ठाकुरगंज	3	म0 वि0 बेहुलडांगी	131.55	2.63	10000.00	5,618.00	15

				Girls Hoste	l				
16	GH-201	Kishanganj	1	Project Kanya High School, Bahadurganj	173.99	3.48	10,000.00	5618.00	12
17	GH-202	Kishanganj	1	Project Girl High School, Tulsia	173.99	3.48	10,000.00	5618.00	12
18	GH-203	Kishanganj	1	Balika H.S Kishanganj	173.99	3.48	10,000.00	5618.00	12
19	GH-204	Kishanganj	1	Project Kisan Girls H.S Manir Nagar, Sontha	173.99	3.48	10,000.00	5618.00	12
20	GH-205	Kishanganj	1	Project Kanya High School, Pothiya	173.99	3.48	10,000.00	5618.00	12
21	GH-206	Kishanganj	1	Project Girls H.S Ghami Fulsarai	173.99	3.48	10,000.00	5618.00	12
22	GH-207	Kishanganj	1	Project Girl H.S Thakurganj	173.99	3.48	10,000.00	5618.00	12

1. निविदाकार एक या अधिक ग्रुप में अलग-अलग निविदा डाल सकते हैं।

2. प्राक्कलित राशि घट या बढ़ सकती है एवं तदनुसार अग्रधन की राशि घट या बढ़ सकती है।

3. वेबसाईट—www.eproc.bihar.gov.in पर अंकित प्राक्कलित राशि, अग्रधन की राशि एवं परिमाण विपन्न की राशि अंतिम रुप से मान्य होगा।

विज्ञापन निर्गत करने की तिथि :- दिनांक:- 27-01-2015

(3) परिमाण विपत्र प्राप्त करने(डाउनलोड) की अवधि एवं समय :—दिनांक— 11-02-2015से 26-02-2015 15:00 घंटा

(वेबसाईट:www.eproc.bihar.gov.in पर)

(4) प्री बिड मीटिंग का समय, स्थान एंव तिथि दिनांक:- 17.02.2015 14:30 घंटा प्रबंध निदेशक का

> कार्यालय,बिहार राज्य शैक्षणिक आधारभृत संरचना विकास निगम, पटना।

(5) निविदा प्राप्ति(अपलोड) की अंतिम तिथि एवं समय दिनांक- 27-02-2015 समय-15:00 घंटा

(6) टेक्निकल बिड खोलने की तिथि एवं समय दिनांक- 02-03-2015 समय- 16:30 घंटा

(वेबसाईट-www.eproc.bihar.gov.inपर) (7) वित्तीय बिड खोलने की तिथि एवं समय दिनांक- 16-03-2015 समय- 16:00 घंटा

(8) निविदा खोलने का स्थान

वेबसाईट-www.eproc.bihar.gov.inपर (9) निविदा की वैधता की अवधि 120 दिन

Sai Highway & Builders Pvt. Ltd. nirector

Seal and Signature of Tenderer

Chief Engineer B.S.E.I.D.C. Líd. Patna

Tender: 10+2 Schools in Bihar, (SBD) Group No.: S.S.S.M-44A BSEIDC,Patna

ई—टेन्डरिंग की प्रकिया में भाग लेने हेतु संवेदकों को पंजीकृत होना होगा, जिससे कि उन्हें उपयोगकर्ता का नाम (user ID) (10)पासवर्ड(Password) अंकीय हस्ताक्षर (Digital Signature) निर्गत जायेगी। वेबंसाईट www.eproc.bihar.gov.in से डाउनलोड करने/टेन्डर की प्रक्रिया में भाग लेने की योग्यता प्रदान करेगा।

ई--निविदा पत्र बेवसाईट www.eproc.bihar.gov.in से प्राप्त किया जा सकता है। संवेदक द्वारा सिर्फ उपर्युक्त वेबसाईट से ही परिमाण विपन्न प्राप्त करने के उपरांत वेबसाईट पर ही इलेक्ट्रानिक 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।

परिमाण विपन्न के दर से कम दर उद्धृत करने पर बीड डाक्यूमेंट की शत्तों एवं सरकारी निर्णयानुसार अतिरिक्त Performance (12) Guarantee एकरारनामा के पूर्व जमा करना होगा।

(13) (क) प्रत्येक परिमाण विपन्न 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 भुगतेय हो, स्वीकार किया जायेगा। मूल बैंक ड्राफ्ट "बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड" पटना के कार्यालय में दिनांक 02.03.2015 के 16:00 घंटे तक खयं/निबंधित डाक / स्पीड पोस्ट द्वारा निश्चित रुप से जमा किया जाना है। ऐसा नहीं करने पर निविदा मान्य नहीं होगा।

(ख) Beltron Bid Processing Fee is mandatory to be paid through online mode i.e. Internet payment gateway, (Credit/Debit

card), Net Banking, NEFT/RTGS" Bids along with necessary online payments must be submitted through e-procurement portal www.eproc.bihar.gov.in before the date and time specific in the NIT/Corrigendum. The department doesn't take any responsibility for the delay/Non submission of Tender/ Non Reconciliation of Online payment caused due to Non-availability of Internet Connection, Network Traffic/ Holidays or any other reason.

(ग) वांछित अग्रधन की राशि राष्ट्रीय बचत पत्र / डाकंघर सावधि जमा 3 वर्षीय या 5 वर्षीय पासबुक जो बिहार राज्य से क्रय या जमा किया हो, प्रबंध निदेशक, BSEIDC Ltd., पटना के नाम प्रतिज्ञिप्त (Pledged) हो अथवा बिहार वित्त नियमावली के अनुसार BSEIDC Ltd. के नाम से फिक्सड डिपोजिट रिसिप्ट अथवा बैंक गारन्टी जो बिंड 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 02.03.2015 के 16:00 घंटे तक स्वयं/निबंधित डाक /स्पीड पोस्ट द्वारा निश्चित रुप से जमा किया जाना आवश्यक है। ऐसा नहीं करने पर निविदा मान्य नहीं होगा।

(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 होनेवा किसी प्रकार के व्यवधान से बच सकें। ()

(15) निविदाकार निविदा डालने से पहले अपने स्तर से भी प्रस्तावित कार्य स्थल पर भूमि उपलब्धता के संबंध में आश्वस्त हो लेगे।

(16) किसी भी प्रकार की जानकारी अथवा शुद्धि पत्र को वेबसाईट www.eproc.bihar.gov.in पर प्रकाशित किया जायेगा। बिना कार बताये निविदा या उसके अंश को अस्वीकृत करने / रदद करने का अधिकार सक्षम पदाधिकारी को सुरक्षित है।

(17) विशेष जानकारी हेतु अधोहस्ताक्षरी के कार्यालय में कार्य अविध में सम्पर्क किया जा सकता है। ई—टेन्डरिंग की प्रकिया से संबंधित किसी 🕥 प्रकार की जानकारी/सूचना हेतु सहायता कक्ष, ई—टेन्डरिंग कक्ष, प्रथत तल्ला, M/22, बैंक ऑफ इण्डिया भवन, रोड न० 25, श्री कृष्णा नगर, पटना-800001, दूरभाष सं० 0612-2523006/9939035696.

> मुख्य अभियंता ब्रजेश प्रसाद

Sai Highway & Builders Pyt. Ltd.

Director

Chief Engir B.S.E.I.D.C. Ltd. Patna

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SECTION 1
INSTRUCTION TO BIDDERS
(ITB)

Sai Highway & Builders Pvt. Ltd.

Director

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Chief Engineer\ B.S.E.I.D.C. L4d, Patna

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- (e) qualifications and experience of key site management and technical personnel 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;
- information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and dispute amount;
- (k) proposals for subcontracting components of the Works amounting to more than 10% of the Bid Price (for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed); (for all contracts over Rs. 5 Crore)
- the proposed methodology and programme of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones (for all contracts over Rs. 5 Crore)

4.4 Bids from Joint ventures are not acceptable.*

- 4.5 ** (A)A.To qualify for award of the contract, each bidder in its name should have in the last five years and current financial year will also be considered as referred to in Appendix :-
 - (a) Achieved in any one year a minimum annual financial turnover (in all classes of civil engineering construction works only) volume of construction work of at least the amount equal to the 50 % (fifty percent) estimated cost of works for which bid has been invited. The turn over will be indexed at the rate of 8% for a year.
 - (b) Satisfactorily completed as a prime contractor (or as a nominated subcontractor, where the subcontract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied) at least one similar work of value not less than amount indicated in Appendix (usually not less than 25% (twenty five percent) of estimated value of contract);
 - (c) executed in any one year, the minimum quantities of the following items of work as indicated in Appendix.
 - (d) R.C.C. cement concrete quantity

166.00 cum

(e) - Brick work quantity

154.00 cum

(usually 50% of the expected peak rate of construction)

- * To be deleted for projects costing Rs. 10 crores or more
- ** Also, see section 5, the special condition of contract

Sai Highway & Builders Pvt. Ltd.

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Chief Engineer
B.S.E.I.D.C. Ltd, Patna

B. Each bidder should further demonstrate:

availability (either owned or leased or by procurement against mobilization advances) of the (a) following key and critical equipment for this work:

Based on the studies, carried out by the Engineer the minimum suggested major equipment to attain the completion of works in accordance with the prescribed construction schedule are shown in the Annexuer-I.

Availability of the testing equipment required for establishing field laboratory to perform mandatory tests e.g. those stated in Appendix to ITB.

The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations (detailed) as stated in clause 4.3(1) above to allow the employer to review their proposals. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.

NOTE: (To be included for bids valued over Rs 5 Crore)

- availability for this work of personnel with adequate experience as required; as per Annexure-II. (b)
- liquid assets and/or availability of credit facilities of no less than amount indicated in Appendix (c) (Credit lines/letter of credit/certificates from Banks for meeting the funds requirement etc.- usually the equivalent of the estimated cash flow for 3 months in peak construction period.)
- To qualify for a package of contracts made up of this and other contracts for which bids C. 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.
- Sub-contractors' experience and resources shall not be taken into account in determining the bidder's 4.6 compliance with the qualifying criteria except to the extent stated in 4.5(A) above.
- Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is 4.7 more than the total bid value. The available bid capacity will be calculated as under:

Assessed Available Bid capacity = (A*N*3 - B)

Where

- Maximum value of civil engineering works executed in any one year during the last five A = years (updated to the price level of the year indicated in Appendix) taking into account the completed as well as works in progress.
- N =Number of years prescribed for completion of the works for which bids are invited.
- B = Value (updated to the price level of the year indicated in Appendix) of existing commitments and on-going works to be completed during the next..... years (period of completion of the works for which bids are invited)
- The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.
- 4.8 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they

made misleading or false representations in the forms, statements and attachments Sai Highway & Builders Psubmitted in proof of the qualification requirements; and/or

Director

Seal and Signature of Tenderer

Chief Engineer B.S.E.I.D.C. Ltd. Patha

- have 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 unreasonably high bid prices and could not furnish rational justification to the employer.

5.One Bid per Bidder

5.1 Each bidder shall submit only one bid for any work or one package or group. 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

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.
 In case of cancellation of tender, cost of bidding document will be charged each times.

7. Site Visit

- 7.1 The Bidder, at the Bidder's own responsibility and risk must 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.
- 7.2. Tender documents are not transferable.

Sai Highway & Builders Pvt. J.td

Director

Chief Engineer B.S.E.I.D.C. Ltd, Patna

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	
1	Instructions to Bidders	-
2	Qualifications of Bidders	-
3	Conditions of Contracts	-
4	Contract Data	
5	Special condition of Contract	11
6	Technical Specifications	
7	Bill of Quantities	III
8	Securities and other forms	
9	Drawings	IV
10	Documents to be furnished by bidder	V

- 8.2 One copy of each of the volumes I, II, III and IV will be issued to the bidder Documents to be furnished by the bidder in compliance to section 2 will be prepared by him and furnished as Volume- V in two parts (refer clause 12).
- 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 25 hereof, bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

9.1 Pre-bid meeting

- 9.1.1 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.
- 9.1.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 9.1.3 The bidder is requested to submit any questions in writing or by fax to reach the Employer not later than one week before the meeting.
- 9.1.4 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 the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting. All bidders have to collect any addendum on next working day of pre-bid meeting. The bidder shall receive the minutes of the meeting on the next working day of the pre-bid meeting.
- 9.1.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

Sai Highway & Builders Pvt. Ltd.

Director

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Chief Engineer B.S.E.I.D.C. Ltd. Patna

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10.Amendment of Bidding Documents

- 10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addendum.
- Any addendum thus issued shall be part of the bidding documents and shall be collected by all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing or by cable to the Employer. The Employer will assume no responsibility for postal delays.
- 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 English / Hindi.

12. Documents Comprising the Bid

12.1 The bid to be submitted by the bidder as Volume V of the bid document (refer Clause 8.1) shall be in two separate parts;

Part I shall be named "Technical Bid" and shall comprise

- (i) Earnest money in the form specified in Section 8
- (ii) Qualification Information and supporting documents as specified in Section- 2
- (iii) Certificates, undertakings, affidavits as specified in Section 2
- (iv) Any other information pursuant to Clause 4.2 of these instructions
- (v) Undertaking that the bid shall remain valid for the period specified in Clause 15.1
- (vi) An affidavit affirming the information be has furnished in the bidding document is correct to the best of his knowledge and belief.

Part II shall be named "Financial Bid" and shall comprise

- (i) Form of Bid as specified in Section 6
- (ii) Priced Bill of Quantities for items specified in Section 7
- 12.2 Each part will be separately sealed and marked in accordance with the Sealing and Marking Instructions in Clause 19.
- 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)	
1	Instructions to Bidders	Volume I
3	Conditions of Contract	
4	Contract Data	
5	Specifications	Volume II
8	Drawings	Volume IV

Sai Highway & Builders Pyt. Ltd.

Director

Chiel/Engineer B.S.E.I.D.C. Ltd, Patna

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13.Bid Prices

- 13.1 The contractor shall bid for the whole work as described in Sub-Clause 1.1 based on the priced Bill of Quantities submitted by the Bidder.
- 13.1.1 The bidder shall adopt the percentage rate method or item rate method as specified in the appendix to ITB; only the same option is allowed to all the bidders. Percentage rate method requires the bidder to quote a percentage above/below/ at par of the schedule of rates specified in the appendix to ITB.

Item rate method requires to quote rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total bid price both in figures and words). Items for which no rate or price is entered by the bidder will not be paid for by the imployer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

- 13.1.2 All duties, taxes, and other levies 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.
- The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions clause 10CA & 10CC clause Conditions of Constract.
- The rate should include the cost of all seen and unseen expenditure. No claim, what soever, will be entertained due to non-inclusion of any such event necessary for the completion of the item of work.

14. Currencies of Bid and Payment

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

15. Bid Validity

- Bids shall remain valid for a period not less than 120 days after the deadline date for bid submission specified in Clause 20.A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to Clause 12.1 (v) and the Form of Bid submitted by the bidder, the latter shall be deemed to stand corrected in accordance with the former and the bidder has to provide for any additional security that is required.
- 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.

16. Earnest Money

- The Bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in column 4 of the table of IFB for this particular work. This bid security shall be in favour of Employer, and shall be in the following form of Unconditional bank guarantee from any nationalized scheduled Indian bank issued within the state in the format given in Vol. III (If issued from any bank outside state it will have to Converted to any bank within the state before executing the agreement.
- 16.2 Unconditional bank guarantees issued as surety for the bid shall be valid for 45 days beyond the validity of the bid.
- Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 and 16.2 above shall be rejected by the Employer as non-responsive.
- The Earnest money of unsuccessful bidders will be returned within 28 days of the end of the bid validity period specified in Sub-Clause 15.1.
- 16.5 The Earnest money of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.

16.6 The Earnest money may be forfeited

Sai Highwa)ifthe Bidder withdraws the Bid after Bid opening during the period of Bid validity;

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Chief Engineer B.S.E.I.D.C. Ltd. Patna

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Tender: 10+2 Schools in Bihar, (SBD) Group No.: S.S.S.M-44A BSEIDC, Patna

- if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 26; or (b)
- in the case of a successful Bidder, if the Bidder fails within the specified time limit to (¢)
 - sign the Agreement; or
 - furnish the required Performance Security. (ii)

Alternative Proposals by Bidder 17.

- Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract (including mobilisation advance or time for completion), basic technical design 17.1 as, indicated in the drawing and specifications. Conditional offer or alternative offers will not be considered further in the process of tender evaluation.
- Conditional tender will be rejected forthwith. 17.2

Format and Signing of Bid 18.

- The Bidder shall submit one set of the Technical bid and two set of Financial bid (original & duplicate) 18.1 comprising of the documents as described in clause 12 of ITB.
- The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clause 4.3. All pages of the bid where entries 18.2 or amendments have been made shall be initialed by the person or persons signing the bid and a certificate of corrections must be given by the employer.
- The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be 18.3 initialed by the person or persons signing the bid.

D. SUBMISSION OF BIDS (Only on Website : www.eproc.bihar.gov.in)

(Sl.No. 19 To 21.1, All Process shall be done through e-tendering Process)

Sealing and Marking of Bids 19.

- The Bidder shall place three separate envelopes (called as inner envelopes) which shall be marked one as technical bid and two envelope as Financial bid in duplicate. Inside one outer envelope. The 19.1 envelopes marked "Technical Bid" and "Financial Bid" will have additional markings as follows.
 - Technical Bid: To be opened as per NIT (date of Technical Bid opening) in the presence of Evaluation Committee, or authorized person. (Only on Website: www.eproc.bihar.gov.in)
 - Financial Bid: Not to be opened except with the approval of Evaluation Committee. (Only on Website : www.eproc.bihar.gov.in)

The contents of Technical and Financial Bids will be as specified in clause 12.1

- The inner, outer and separate envelopes containing Technical and Financial Bids shall 19.2 (a)be addressed to the Employer at the address given in Appendix (b)bear the identification no of contract as indicated in Appendix.
 - provide a warning not to open before the specified time and date for bid opening as specified in (c) ITB.
- In addition to the identification required in Sub-Clause 19.1 and 19.2, each of the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is 19.3 declared late, pursuant to Clause 21, or if Evaluation Committee declares the bid as non responsive pursuant to Clause 23. Sai Highway & Builders Pvj. Ltd.

Chief Bagineer B.S.E.I.D.C. Ltd, Patna

Seal and Signature of Tenderer

Director

- If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for 19.4 the misplacement or premature opening of the bid.
- Deadline for Submission of the Bids(Only on Website : www.eproc.bihar.gov.in) 20.
- Complete Bids (including Technical and Financial) must be received by the Employer at the address 20.1 specified above not later than the date indicated in appendix. In the event of the specified date for the submission of bids have declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.
- The Employer may extend the deadline for submission of bids by issuing an amendment in accordance 20.2 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.
- Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned 21.1 unopened to the bidder.
 - E. BID OPENING AND EVALUATION (Only on Website: www.eproc.bihar.gov.in) (SI.No. 22 To 27.5, All Process shall be done through e-tendering Process)

22. **Bid Opening**

- The Employer or their authorized representative will open all the Bids received (except those received 22.1 late), in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in Appendix in the manner specified in Clause 20 and 22.3. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day. Even in the case of absence of the bidder at the time of opening of bids, department will proceed a head with the opening.
- If any of the tenderers or their agents are not present at the time of opening, the employer will open the 22.2 tender in their absence and prepare a statement and that will be binding on the absent tenderers.
- The envelope containing "Technical Bid" shall be opened. The amount, form and validity of the Earnest 22.3 money furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the Invitation for Bid (ref. Column 4 and paragraph 3), and has not been furnished in the form specified in Clause 16, the remaining technical bid and the sealed financial bid will be returned to the bidder.
- Subject to confirmation of the bid security by the issuing Bank, the bids accompanied with valid 22.4 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 will be asked in writing (usually within 10 days of opening of the Technical Bid) to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects.
 - (iii) The bidders will respond in not more than 7 days of issue of the clarification letter.
 - Immediately (usually within 3 to 4 days), on receipt of these clarifications the Evaluation (iv) Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.
- 22.5 At the time of opening of "Financial Bid", the names of the bidders found responsive in accordance with Clause 23.4(iv) will be announced. The bids of only these bidders will be opened. The remaining bids will be returned to the bidders unopened. The responsive Bidders' names, the Bid prices, the total amount of each bid, any discounts, Bid Modifications and withdrawals, and such other details as the Employer may consider appropriate will be announced by the Employer at the opening. Any Bid price or discount, Sai High which is not read out and recorded will not be taken into account in Bid Evaluation.

Director

Seal and Signature of Tenderer

Chief Engineer

B.S.E.I.D.C. Ltd. Patna

Tender: 10+2 Schools in Bihar, (SBD) Group No.: S.S.S.M-44A BSEIDC,Patna

- In case bids are invited in more than one package, the order for opening of the "Financial Bid" shall be 22.6 that in which they appear in the "Invitation For Bid".
- The Employer shall prepare minutes of the Bid opening, including the information disclosed to those 22.7 present in accordance with Sub-Clause 22.5

Process to be Confidential 23.

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 23.1 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.

Clarification of Financial Bids 24.

- 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 24.1 and the response shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 26.
- Subject to sub-clause 24.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional 24.2 information to the notice of the Employer, it should do so in writing.
- Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or 24.3 contract award decisions may result in the rejection of the Bidders' bid.

Examination of Bids and Determination of Responsiveness 25.

- During 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 25.1 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.
- 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 25.2 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.
- If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not 25.3 subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

Correction of Errors 26.

- "Financial Bids" determined to be substantially responsive will be checked by the Employer for any 26.1 arithmetic errors. Errors will be corrected by the Employer as follows:
- where there is a discrepancy between the rates in figures and in words, the rate in words will govern; (a) and
- where there is a discrepancy between the unit rate and the line item total resulting from multiplying the (b) unit rate by the quanity, the unit rate as quoted will govern.
- The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above 26.2 procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:
- If the Bid price ingreases as a result of these corrections, the amount as stated in the bid will be the bid price and the prorease will be treated as rebate;

B.S.E.I.D.C. Ltd. Patna

Director

Seal and Signature of Tenderer

(b) 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 Earnest money may be forfeited in accordance with Sub-Clause 16.6(b).

- 27. Evaluation and Comparison of Financial Bids
- 27.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 25.2.
- 27.2 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 correction for errors pursuant to Clause 26; or
 - (b) making an appropriate adjustments for any other acceptable variations, deviations.
- 27.3 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.
- 27.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 31 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 27.5 A bid, in the opinion of employee which contains several items in the Bill of Quantities which are unrealistically priced low and which cannot be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

F. AWARD OF CONTRACT

- 28. Award Criteria
- 28.1 Subject to Clause 29, the Employer will award the Contract to the Bidder whose Bid has been determined
 - (i) to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price; and
 - (ii) to be within the available bid capacity 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.

29. Employer's Right to Accept any Bid and to Reject any or all Bids

Notwithstanding Clause 28, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby in incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for the Employer's action.

30. Notification of Award and Signing of Agreement

Director

The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the General Conditions of Contract called the "Letter of Acceptance") will state the sum that the Sai High Employer will pay the Contractor in consideration of the execution, completion and maintenance of the

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Chief Engineer B.S.E.I.D.C. Ltd, Patna

Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

- The notification of award will constitute the formation of the Contract, subject only to the furnishing of the performance security in accordance with the provisions of Clause 31.
- The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder, after the performance security is furnished.

31. Performance Security

- Within 10 (ten) 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 2% of the Contract price including earnest money plus additional security for unbalanced Bids in accordance with the Clause 29.5 of ITB and the provisions of Bihar Financial Rules.
- If the performance security is provided by the successful Bidder in the form of an Bank Guarantee or fixed deposit receipts in the name of Employer, it shall be issued either (a) at the Bidder's option, by a Nationalized/ Scheduled Indian bank within state or (b) acceptable to the Employer.
- Failure of the successful Bidder to comply with the requirements of Sub-Clause 31.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

32. Advance Payment and Security

32.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the General Conditions of Contract, subject to maximum amount, as stated in the Contract Data.

33. Corrupt or Fraudulent Practices

- 33.1 The Employer will reject a 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 this Corporation (BSEIDC) and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.
- Furthermore, Bidders shall be aware of the provision stated in Sub-Clause and Sub-Clause 14 of the General Conditions of Contract.

Sai Highway & Builders Pyt. Ltd.

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Chief Lugineer
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2

G. APPENDIX to ITB

Clause Reference with respect to Section-I.

1. Name of the Employer—Managing Director, BSEIDC, Patna.

[CI. 1.1]

2. The last five years means for this tender

2009 - 2010

2010 - 2011

2011 - 2012

2012 - 2013

2013 - 2014.

And financial year 2014-15 will also be considered.

3. The required annual financial turn over amount is Rs. 66.54 Lac (Rupees Sixty Six Lac Fifty Four Thousand Only)

[CI. 4.5 A(a)]

4. Required minimum value of one similar work is Rs. 33.27 Lac (Rupees Thirty Three Lac Twenty Seven Thousand Only).

[CI. 4.5A(b)]

5. Required minimum quantities of work executed are:- as prescribed in the relevant clause.

[CI. 4.5A(c)]

- 6. The cost of electric work is :-
- 7. The cost of water supply/ sanitary works is :-
- Liquid assets and/or availability of credit facilities is 10% 0f Estimated Cost.
- 9. Price level of the financial year _____ [Cl. 4.7)]
- 10 The pre-bid meeting will take place : As Per NIT.
- 11. The technical bid will be opened THROUGH WEBSITE Only Website: www.eproc.bihar.gov.in

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[CI. 9.1.2]

12.	Address of the Employer : Managing Director, BSEIDC, Patna.	[Cl. 4.5(a)]
13.	Identification: Bid for: 10+2 Schools; Group No.: S.S.S.M- 44A Bid reference No.: 37, Year: 2014-15 Do not open before: As Per NIT / CORRIGENDUM	[/cl. 19.2(b)]
14.	Bids may be submitted only in Percentage Rate Method.	
15.	Schedule of rate applicable for Percentage Rate Method is S.O.R., B.C.D, Effective from: 15.09.2014 & DSR (CIVIL&ELECTRICAL) 2014.	70. 00 d/ N
16.	The bid should be submitted latest by Date : As Per NIT	[CI. 20.1(a)]
17.	The bid will be opened through Web Site : /www.eproc.bihar.gov.in	[CI. 23.1]
18.	The Cost of BOQ & Cost of Earnest money : As Per NIT.	[Cl. 34.1]
19.	Escalation factors (for the cost of works executed and financial figure to a common base value for works completed)	
	Year beforeMultiply factor	
	One 1.1	
	Two 1.21	
	Three 1.33	
	Four 1.46	
	Five 1.61	
20.	Bids will be submitted in Percentage Rate .	

Sai Highway & Builders Pvt. Ltd.

Chief Engineer B.S.E.I.D.C. Ltd, Patna

AN NEXURE-I

List of Key Plant & Equipment to be deployed on ROAD Work

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

SI	. Type of Equipment*	Max ***		Road Co	ntract Pack	age Siz∞e **	
	Equipment	age as on (Years)	Within one crore	Rs. 1- 5 Crores	Rs. 5- 30 Crores	Rs. 3 1-50 Cror-es	Above 50 Crores
1.	Motor Grader	5		1	1	3	5
2.	Dozer	5	<u>}</u>		1	1	2
3.	Front end Loader	5	pe pe		1	2	3
4.	Smooth Wheeled Roller	5	r the	1	2	2	3
5.	Vibratory Roller	5	de	1	1	1	2
6.	Fully Computerized Hot Mix Plant with Electronic Controls	5	As per the decision of Engineer-in-Charge concerned	1 (Min. 40- 60 TPH capacity	1 (Min 80- 100 TPH capacity	1 (Min 1 00- 120 T ₽ H capac ≆ty)	2
7.	Paver Finisher with Electronic Sensor	5	jineer-ir	1 (Mechan ical)	1	1	2
8.	Water Tanker	5	Ç	1	2	3	4
9.	Bitumen Sprayer	5-7	narg	1	1	1	2
10.	Tandem Roller	5	6 0		1	2	2
11.	Concrete Mixes with Integral Weigh Batching facility	5	oncerne	1 (Drum mixer)	1	1	1
12.	Concrete Batching and Mixing Plant (Minimum Capacity – 15m³/hour)	5	Q		-	-	1
	Total -			8	13	18	29

^{*} To be decided by Employer before floating the tender.

Sai Highway & Builders Pvt. Ltd.

Director

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Chief Engineer B.S.E.I.D.C. Ltd, Patna

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

^{***} Life of machine minus two years or 5 years on which ever is more.

ANNEXURE - II

List of Key Personnel to be deployed on Contract Work

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

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

^{*} The designation and no. of the personnel has to be decided by the Corporation as per the requirement

Sai Highway & Builders Pvt. Ltd.

Director

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Chief Engineer

B.S.E.I.D.C. Ltd, Patna

SECTION 2

QUALIFICATION INFORMARION

(to be filled in by Bidder)

Sai Highway & Builders Pyt. Ltd.

Director

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Chief Engineer B.S.E.I.D.C. Ltd, Patna

Har.

Tender: 10+2 Schools in Bihar, (SBD) Group No.: S.S.S.M-44A BSEIDC,Patna

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.

- For Individual Bidders 1.
- Constitution or legal status of Bidder 1.1 (Attach copy)

Place of registration:

Principal place of business:

Power of attorney of signatory of Bid (Attach)

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

200	
200	β
200	
200	
201	
	200 200 200

Work performed as prime contractor, work performed in the past as a nominated subcontractor will also be considered provided the sub-contract involved execution of all main 1.3.1 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

y Project	ears.** Name of	Description	Contract	Value of	Date of	Stipulated	Actual	Remarks
Name	the	of work	No.	Contract	issue of work	period of completion	date of completi	explaining reasons for
	Employer*			(Rs. In Crore)	order	Compiction	on*	delay & work
								completed)
·								
					į.			
	:							
N.,								m /1002

Attach certificate(s) from the Engineer(s)-in-Charge mmediately preceding the financial year in which bids are received an Outent financial year Squer / B.S.E.I.D.C. Ltd, Patna squer of Central govt./ State govt./ Public undertaking (Nigam). will also be consider.

Ceftificate

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	Name	Q	uantity of wo	ork perforn	ned (cum)	@ Remar	'ks	
	of the work	of the Employ er*	Cement Concrete (including RCC & PCC)	Masonry	Earth works	WBM	WMM	Bituminou*s Work	Remarks* (indicate contract Ref)
200200									
200200									
200200									
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- 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

@ The item of work for which data is requested should tally with that specified in ITB clause 4.5A

(c) Builders Pvt. Ltd.

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

Delete, it requalification has been carried out.

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Chief Englheer B.S.E.I.D.C. Ltd, Patna



(B) Works for which bids already submitted :

Description of works	Place & State	Name & Address of	Estimated value of	Stipulated period of completion	Date when decision is expected	Remarks, if any
		Employer	works (Rs Cr)	E	6	7
1	2	3	4	5	· · · · · ·	
	-	***************************************			-	
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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 Instruction to Bidders.

Description	Regu	iirement	Ava	Remarks (from			
Description of Work.	No. Capacity		Owned/Leased to be procured	Nos./Capacity	Age/ Condition	whom to be purchased)	
1	2	3 .	4	5	6	7	
ŀ							
		•					
				-			
						WAY	

ai Highway & Builders Pvt. Ltd.

Director

Seal and Signature of Tenderer

Chief Engineer B.S.E.I.D.C. Ltd, Patna

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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 propo sed position
Project Manager				1 1-4 poolson
Etc.				

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

Sanction of the works	Value of Sub-contract	Sub-contractor (Name & Address)	Experience in similar work
1	2	3	4
		-	
		-	
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		ļ	
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
		}	

Attach copies of certificates on possession of valid license for executing water supply/ sanitary work/ building electrification works [Reference Clause 4.5(d) & Clause 4.5(e)]

*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.

Highway & Builders Pyt, Ltd.

Delete it prequalification has carried out

Director

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Chief Engineer B.S.E.I.D.C: Ltd, Patna

Tender: 10+2 Schools in Bihar, (SBD) Group No.: S.S.S.M-44A BSEIDC,Patna

- 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. 1.9
- Name, address and telephone, telex and fax numbers of the Bidders' bankers who may 1.10 provide references if contacted by the Employer.
- Information on litigation history in which the Bidder is involved. 1.11

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

Bidders	Statement (Name	of	Consultant	nder the re engaged	quire for	ments of project	Sub Clause preparation	3.2 is	**	mstructions to
						<u></u>				

- Programme 1.14
- Quality Assurance Programme 1,15
- Additional Requirements 2.
- Bidders should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the Bidders, if applicable.
 - **Affidavit** (i)
 - Undertaking (ii)
 - Update of original prequalification application (iii)
 - Copy of original prequalification application (iv)
 - Copy of prequalification letter (v)

Chief Engineer B.S.E.I.D.C. Ltd, Patna

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Sai Highway EilBhe Nerge of Consultant.

Delete, if prequalification has not been carried out.

Director Seal and Signature of Tenderer

Proposed work method 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)]

BSEIDC,Patna Tender: 10+2 Schools in Bihar, (SBD) Group No.: S.S.S.M-44A

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 company with a good financial standing.	is a reputed
f the contract for the work, namely the above firm, we shall be able	is awarded to to provide overdraft/credit facilities to the extent of to meet their working capital requirements for exe-cuting to
	(Cianatura)
,	(Signature) Name of Bank Senior Bank Manager

Sai Highway & Builders Pvt. Ltd.

(Seal & Signature of Tenderer)

Chief Engineer

B.S.E.I.D.C. Ltd. Patna

Address of the Bank

AFFIDAVIT

are true and correct.
The undersigned also hereby certifies that neither our firm M/shas been blacklisted nor has abandoned any
work in any government department, India nor any contract awarded to us for such work have been rescinded, during last five years prior to the date of this bid.
The undersigned hereby authorises 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 regarding my (our) competence and general reputation.
The undersigned understand and agrees that further qualifying information may b requested, and agrees to furnish any such information at the request of the Departmer Project implementing agency.
If the work is allotted to me or my firm, I/we will arrange the required fund and submit the work program for timely completion of the work.
I/we will invest a minimum of cost up to 25% of contract value of work during implementation of contract.
(Signed by an Authorized Officer of the Firm)
(Signed by an Authorized Officer of the Firm)
(Signed by an Authorized Officer of the Firm)
(Signed by an Authorized Officer of the Firm)
(Signed by an Authorized Officer of the Firm) Title of Officer
Title of Officer
Title of Officer

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(Seal & Signature of Tenderer)

B.S.E.I.D.C.PATE, Patna

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						(Sigr	ed by	an Au	thoris	sed Of	ficer o	f the Fir	m)		
		•													
		,									Title	of Offic	er		
											Nan	ne of Fir	m		
												DAT	E		

Sai Highway & Builders Pvt. Ltd.

(Seal & Signature of Tenderer)

Chief Engineer B.S.E.I.D.C. Ltd, Patna

SECTION 3 GENERAL CONDITIONS OF CONTRACT

Sai Highway & Builders Pvt. Ltd.

Director

(Seal & Signature of Tenderer)

Chief Lagineer
B.S.E.I.D.C. Ltd, Patna

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BSEIDC,Pat na 10CA mate : Payr 10CC ternd∈ 10D Devia 📆 12 Devia t 12.2 Deviat 12.3 Forec : « 13 work. Cance 14 Suspe # 15 Action 16 Compe : 22 Settler 25 Lumps L 27 With ho 29 Lien in 29A Conditi 🔾 🐙 35 Contract 43 nsuranc∈ 44 Cost of Sa 47 Cost of T∈ 48 Cost of T∈ 49 Finishin * Completio * 8 Contractor 88 Completion 8B Contractor 17 Return of n 40 Substantial -51 Quality CC Materials sur 10 Materials to 10A 11 Work to be etc. Contractor to 26 Action where 28 Responsibility 42 Sai Highway & Builders P.

(Seal & Signature of Tender.

BSEIDC,I	Patna Tender: 10+2 Schools in Bihar, (SBD) Group No.: S.S.S.N	I-44A
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Sai Highway & Builders Pat. Ltd.

Director

Chief Engineer

B.S.E.I.D.C. Ltd, Patna

1016.

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(Seal & Signature of Tenderer)

Chief Engineer B.S.E.I.D.C. Ltd, Patna

10/19

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GENERAL GUIDELINES

- 1. This book of "General Conditions of Contract" is applicable to both types of tenders i.e. "Percentage rate tenders" and "Item rate tenders". Accordingly alternative provisions for conditions Nos. 4, The appropriate alternatives will be applicable in specific cases depending on whether this is used for percentage rate tender (Form-) or item rate tender (Form -)
- 2. Form -, Schedules A to F, special conditions/ specifications and drawing only will be issued to intending bidders. The standard form shall form part of the agreement to be drawn and signed by both parties after acceptance of tender.
- 3. All blanks are confined to Notice Inviting Tender (Form -) and Schedules A to F.
- 4. Authority approving the Notice Inviting Tender (NIT) shall fill up all the blanks in Form -6 and in Schedules B to F before issue of Tender Papers.
- 5. The intending bidders will quote their rates in Schedule A.
- 6. The proforma for registers and Schedules A to F are only for information and guidance. These are not to be filled in the Standard Form. The Schedules with all blanks, duly filled shall be separately issued to all intending tenderers.

Sai Highway & Builders Pvt. Ltd.

(Scal & Signature of Tenderer)

Chief Engineer B.S.E.I.D.C. Ltd, Patna

Sai Highway & Builders Pvt. Ltd.

Director

(Seal & Signature of Tenderer)

Chief Engineer
B.S.E.I.D.C. Ltd, Patna

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Tender: 10+2 Schools in Bihar, (SBD) Group No.: S.S.S.M-44A BSEIDC, Patna

BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. (A Govt. Of Bihar UNDERTAKING)

Form-1

	NOTICE INVITING TENDER	. 01111-
con	ntractorState RCD/BCD/ other State P.W.D. & Central Government / PSUor any international repute	Agency of National
1	f Tender to any Contractor registered with Central Government/any State Government any PSU or an agency of International / National repute may be submitted without Corporation. However, registration with the Corporation will be essential after issue o	the registros:
	(b) submission of bid (In case of other State PWD/ CPWD/ any PSU eligible Agencies of National/ International repute following documents (from a to submitted after issue of letter of acceptance).t / other State PWD / CPWI provide definite proof from appropriate authority for tools & Plant and Union works site after getting letter of acceptance	c) have to be
2.	Agreement shall be drawn with the successful tenderer on prescribed Form No. BSEIDC-2/3. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.	
5.	The time allowed for carrying out the work will be	
6.	The site for the work is available.	
	OR	•
	The site for the work shall be made available in parts as specified below :-	
7.	Receipt of applications for issue of forms will be stopped by 1500 Hrs. days befor opening of tenders. Issue of tender forms will be stopped day before the date funders or as mentioned in press Notice.	e the date fixed for ixed for opening of
	Tender documents consisting of plans, specifications, the schedule of quantity classes of work to be done and the set of terms & conditions of contract to be contractor whose tender may be accepted and other necessary documents can be of the	omplied with by the seen in the office
	and Public Holidays. Tender documents, excluding standard form, will be issu	except on Sunday ed from his office

Rule . Nationalised/dinstate. (Sai Hig 8. Way & Tenders, which should always be placed in sealed envelope, with the name of work and due gate

written on the ervelopes, will be received by the Dated -----

during the hours specified above, on payment of the following:-

i) Rs. in as cost of tender.

(Seal & Signature of Tenderer)

ii) Earnest Money of Rs.

Chief Engineer n S.E.I.D.C. Ltd Patna

as mentioned in Bihar Financial

Tender: 10+2 Schools in Bihar, (SBD) Group No.: S.S.S.M-44A BSEIDC,Patna

up to 03.00 P.M. on and will be opened by him or his authorized representative in his office on the same day at 03.30 P.M.

- The Contractor shall be required to deposit an amount equal to 2% of the tendered value of the work as performance guarantee in the form as mentioned in Bihar Financial Rules. F, bank guarantee is 9. acceptable.
- The description of the work is as follows:----10. Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the above-mentioned officer.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tool & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Corporation and local conditions and other factors having a bearing on the execution of the work.

- Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the 11 tenders submitted by such contractors who resort to canvassing will be liable to rejection.
- The competent authority on behalf of the Corporation reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall bound to perform the same at the rate quoted. 12
- The contractor shall not be permitted to tender for works in the Corporation in which his near relative is posted as officer in any capacity. He shall also intimate the names of persons who are working 13 with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Corporation Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of the corporation.
- No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Bihar is allowed to work as a contractor 14 for a period of two years after his retirement from Government service, without the previous permission of the Government of Bihar in writing. This contract is liable to be cancelled if either the contractor or any of his employee is found any time to be such a person who had not obtained the permission to the Government of Bihar as aforesaid before submission of the tender or engagement in the contractors service.
- The tender for the works shall remain open for acceptance for a period of days from the date of Sai Highwopening of tenders, ilf any tenderer withdraws his tender before the said period or resule of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the ender which are not acceptable to the Corporation, then the Corporation shall, without prejudice to

as applicable

any other right or remedy, be at liberty to forfeit % of the said earnest money as aforesaid. 6. The Corporation has right to cancel or postpone any work without giving any notice or clarification. 17. The Corporation may add or delete any of the condition required for execution of any work. 18Th is Notice Inviting Tender shall form a part of the contract document. The Authority, shall the ancil of by the successful tenderer contractor.

Signature the Competent Authority
 For & on behalf of the Corporation.

BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. (A GOVT. OF BIHAR UNDERTAKING)

Form-2/3

Percentage Rate Tender & Contract for Works

- (A) Tender for the work of :-
 - (i) To be submitted by
 - (ii)To be opened

Signature of officer issuing the documents

Designation

Date of issue

TENDER

I/We have read and examined the notice inviting tender, schedule, A,B,C,D,E & F. Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Bihar State Educational Infrastructure Development Corporation Ltd.. within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all in respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect in accordance with, such conditions so far as applicable.

We agree to keep the tender open for days from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of Rs2,06,200.00(Rupees Two Lacs Six Thousand Two Hundred Only) has been deposited guarantee of a Nationalised / scheduled bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the competent Authority of the Corporation or his successors in office shall without prejudice to any other right or remedy, be at I/we agree that competent Authority of the corporation or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money.

(Seal & Signature of Tenderer)

Chief Engineer B.S.E.I.D.C. Ltd, Patna

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any other right or remedy, be at liberty to forfeit % of the said earnest money as aforesaid.6.The Corporation has right to cancel or postpone any work without giving any notice or clarification.17.The Corporation may add or delete any of the condition required for execution of any work.18This Notice Inviting Tender shall form a part of the contract document. The Authority, shall the and of by the successful tenderer contractor.

Signature the Competent Authority
 For & on behalf of the Corporation.

BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. (A GOVT. OF BIHAR UNDERTAKING)

Form-2/3

Percentage Rate Tender & Contract for Works

(A)	Tender for the work of :-
	(i) To be submitted by
	(ii)To be opened
Signatu	ure of officer issuing the documents
Design	ation
Date of	f issue

TENDER

I/We have read and examined the notice inviting tender, schedule, A,B,C,D,E & F. Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Bihar State Educational Infrastructure Development Corporation Ltd.. within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all in respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect in accordance with, such conditions so far as applicable.

We agree to keep the tender open for days from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of Rs2,06,200.00(Rupees Two Lacs Six Thousand Two Hundred Only) has been deposited guarantee of a Nationalised / scheduled bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the competent Authority of the Corporation or his successors in office shall without prejudice to any other right or remedy, be at I/we agree that the said earnest money absolutely. Further, if/we fail to commence work as specified, I/we agree that competent Authority of the corporation or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money.

(Seal & Signature of Tenderer)

Chief Engineer B.S.E.I.D.C. Ltd, Patna

and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Corporation.

Dated	Signature of Contractor Postal Address							
Witness:								
Address:								
Occupation:								
ACCEPTANCE								
The above tender (as modified by you as provi by me for and on behalf of the Bihar State Edu for a sum of Rs.	ded in the letters mentioned hereunder) is accepted cational Infrastructure Development Corporation Ltd							
The letters referred to below shall form part of	this contract Agreement :-							
a)								
b)								
c)								
For & on behalf of the. Bihar State Educational	I Infrastructure Development Corporation Ltd.							
Signature .of the competent Authority								
Designation of the competent Authority								
Dated								

Sai Highway & Builders, Pvt. Ltd.

Director

(Seal & Signature of Tenderer)

Chief Engineer
B.S.E.I.D.C. Ltd, Patna

Tender: 10+2 Schools in Bihar, (SBD) Group No.: S.S.S.M-44A BSEIDC, Patna

the contract that the deductions or additions, as the case may be of the percentage, will be calculated on the gross, and not the net amounts of the bills for work done and in fixing the percentage it should be borne in mind that the calculations will be made.

- The officer inviting tender or his duly authorized assistant, will open tenders in the 5. presence of any intending contractors who may be present at the time, and will enter the amount of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule-I. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor remitting the same, without any interest.
- The officer inviting tenders shall have the right of rejecting all or any of the tenders and 6. will not be bound to accept the lowest or any other tender.
- The receipt of an accountant or clerk for any money paid by the contractor will not be 7. considered as an acknowledgment or payment to the officer inviting tender and the contractors shall be responsible for seeing that he procures a receipt signed by the office inviting tender or a duly authorized person.
- The memorandum of work tendered for and the schedule of materials to be supplied 8. by the department and their issue-rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
- For works of sensitive nature the tenderers shall sign a declaration under the Official 9. Secrets Act 1923, for maintaining secrecy of the tender documents drawing or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawing given to them.

10. Applicable for Item Rate Tender only (Form- 3)

In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy if any discrepancy found or the rates which correspond with the amount worked out of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.

Applicable for Percentage Rate Tender only (Form- 2)

In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy. However if the contractor has worked out the amount of the tender and if any discrepancy is found in the percentage quoted in words and figures, the percentage which corresponds with the amount worked out by the contractor shall, unless otherwise proved, be take as correct. If the amount of the tender is not worked out by the contractor or it does not correspond with the percentage written either in figures or in words then the percentage quoted by the contractor in words shall be taken as correct. Where the persentage quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the percentage glioted by the contractor will, unless otherwise proved, be taken as correct and not the amount.

Director

(Seal & Signature of Tenderer)

- 11. In the case of any tender where unit rates of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.
- Applicable for ltem Rate Tender only (Form- 3)

 All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs 2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written in the end. Unless the rate is in whole rupee and followed by the word 'only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs' should be written before the figure of rupees and word P after the decimal figures, e.g. 'Rs 2.15 P and in case of words, the word 'Rupees' should precede and the word 'paise' should be written at the end.

The Quoted rate less than x % below the BOQ cost will be unworkable and bid will be rejected where x = 10 %; if materials will not be issued by the employer. And if materials will be issued by the employer then

$$X = (A - B) / A X 10 \%$$

Where A = BOQ Cost

B = Cost of materials stipulated to be issued by the employer.

Where the value of X will not be less than 10% in other words it will be within 10 to 15%

- 13. (i) The contractor whose tender is accepted, will be required to furnish performance guarantee of 2 (two percent) including earnest money of the tendered amount within specified period. This guarantee shall be in the form of or Bank guarantee from any Nationalised / schedule bank in the State for works of more than one crore.
 - (ii) The contractor whose tender is accepted, will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 8 % of the tendered value of the work. The security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above
- 14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
- 15. Sales-tax, purchase tax, turnover tax, service tax, entry tax royalty or any other tax on material in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same.
- 16. The contractor shall give a list of both gazetted and non-gazetted BSEIDC employees related to him posted in the division, if any.

17. The tender for the work shall not be witnessed by a contractor or contractors who himself/the selves has/have tendered or who may and has/have tendered for the

(Seal & Signature of Tenderer)

Chief Engineer B.S.E.I.D.C. Ltd, Patna

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same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

- 18. The tender for composite work includes in addition to building work all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.
- 19. The contractor shall submit list of works which are in hand (progress) in the following form:-

form	N-			
Name of Work	Name of Particular of Div. where work is	Value of Work	Position of work in Progress	Remarks
1	2	3	4	5
<u> </u>				
	1			
	•			

*		**************************************		

The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer/Executive Engineer / competent Authority of the Bihar State Educational Infrastructure Development Corporation Ltd. may in his discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising or account of any violation by him of the provisions of the said Act.

Chief Engineer

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(Seal & Signature of Tenderer)

Director

CONDITIONS OF CONTRACT

- Definitions: 1. The contract means the document forming the tender and acceptances thereof and the formal agreement executed between the competent authority on behalf of the B ihar State Educational Infrastructure Development Corporation Ltd. and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time form one contract and shall be complementary to one another.
 - 2. In the contract, the following expressions shall, unless the context otherwise requires have the meanings, hereby respectively assigned to them:
 - i) The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - ii) The site shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - iii) The Contractor shall mean the individual, firm or company, whether incorporate or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm of company.
 - iv) The Engineer-in-Charge means the Engineer officer who shall supervise and be incharge of the work and who shall sign the contract on behalf of the Bihar State Educational Infrastructure Development Corporation Ltd. as mentioned in Schedule 'F' hereunder.
 - v) Corporation shall mean the Bihar State Educational Infrastructure Development Corporation Ltd..
 - vi) Excepted Risk are risks due to riots (other than those on account of contractor employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, any act of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority Provided that the contractor is also to show that he has taken all due precautions to avoid / un minimise any adverse after / damage from the above or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a caused solely due to Government's faulty design of works.
 - vii) <u>Bill of quantity</u> means the price and completed Bill of Quantities forming part of the Bid.
 - viii) The Defect liability certificate is the certificate issued by Engineer-in-Charge after defect liability period has ended and upon correction of defects by the contractor.
 - ix) The defect liability period will be decided by the Corporation for different nature of works from date of completion of the work and must be mentioned in the agreement.

It will be decided by the Corporation for different nature of work from time to time as mentioned in contract Data.

The intended completion date is the time intended to complete the work by the contractor.

A Hullda's Pyt Ltd.

(Seal & Signature of Tenderer) ector

ChiefÆngineer B.S.E.I.D.C. Ltd, Patna

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Tender: 10+2 Schools in Bihar, (SBD) Group No.: S.S.S.M-44A BSEIDC,Patna

- 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 xi) site possession date.
- A sub contractor is a person or corporate body who has a contract with the contractor to carry out a part of the construction work in the contract, which includes xii) work on the site.
- Temporary works are works designed, constructed, installed and removed by the xiii) contractor that are needed for construction or installation of the works.
- Market Rate shall be the rate as decided by the competent authority on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.
- Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Government mentioned in Schedule 'F' hereunder, with the amendments thereto issued up to date of receipt of the tender.
- Corporation means Bihar State Educational Infrastructure Development Corporation Limited, which invite tenders on behalf of Competent Authority of Corporation as specified in schedule 'F'.
- xvii) Specifications means the specifications followed by relevant department of the Government of India / State Government.
- xviii) Tender value means the value of the entire work as stipulated in the letter award.

Scope and Performance

- Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
- Heading and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken info consideration in the interpretation or construction 4. thereof or of the contract.
- The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and 5. published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other that that of this contract.

Works to be 6. carried out:

The work to be carried out under the Contract shall, except as otherwise provided these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule - A) shall unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

Sufficiency 7. of Tender

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepanci 8, es and Adjustment

The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to scale and special of Errors Sai Highw Conditions Is Pvt. Ltd. B.S.E.I.D.C. Lfd, Patna

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Director

- 8.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed:
 - i) Description of Schedule of Quantities.
 - ii) Particular Specification and Special Condition, if any
 - iii) Drawings.
 - iv) MORT & H specification.
 - v) Indian Standard Specifications of B.I.S.
- 8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

Signing of Contract

- 9. The successful tenderer/contractor, after submitting the performance guarantee i.e. within 7 days of receipt of letter of acceptance shall attend the office of the Engineer-in-Charge for authentication signing and completion of the contractor document and execute the agreement consisting of :
 - the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - Standard P.W.D. Form as mentioned in Schedule 'F' consisting of:
 Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexure thereto.
 - iii) Drawing.

Sai Highway & Builders Pvt. Ltd.

(Seal & Signature of Tenderer)

Director

Chief Engineer

B.S.E.I.D.C. Ltd. Patna

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- In the case of discrepancy between the schedule of Quantities, the Specifications and/or 8.1 the Drawings, the following order of preference shall be observed:-
 - Description of Schedule of Quantities. i)
 - Particular Specification and Special Condition, if any ii)
 - iii) Drawings.
 - MORT & H specification. iv)
 - Indian Standard Specifications of B.I.S. V)
- If there are varying or conflicting provisions made in any one document forming part of the 8.2 contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- Any error in description, quantity or rate in Schedule of Quantities or any omission 8.3 therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

Signing of Contract

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 - the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - Standard P.W.D. Form as mentioned in Schedule 'F' consisting of : ii) Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexure thereto.
 - Drawing. iii)

Sai Highway & Builders Pvt. Ltd.

(Seal & Signature of Tenderer)

Chief Engineer

B.S.E.I.D.C. Ltd, Patna

CLAUSE OF CONTRACT

CLAUSE 1

(i)

Performance Guarantee

- The contractor shall submit an irrevocable PERFORMANCE GUARANTEE of 2% (Two percent) of the tendered amount including earnest money in the shape as mentioned in the Bihar Financial Rules or Bank Guarantee (for work costing more than one crore) or any other deposits mentioned for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in scheduled 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of N.S.C. of Post Office/ Pleadged in favour of department; D.D. of any Scheduled Bank or State Bank of India or Bank Guarantee (for work costing more than Rupees one Crore.
- The performance Guarantee shall be initially valid up to 28 days beyond the defect (ii) liability.
- The Engineer-in-Charge shall not make a claim under the Performance guarantee except for amounts to which the Corporation is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance guarantee.
 - (b) Failure by the contractor to pay the Corporation any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineerin-Charge.
 - (c) Failure by the contractor to rectify any defects as defined in the defect liability clause in the schedule - F of contract data to the satisfaction of the Engineer incharge.
- In the event of the contract being determined or rescinded under provisions of any of the clause/condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Governor of Bihar.

CLAUSE 1 A

(Seal & Signature of Tenderer)

Recovery of Security Deposit

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit the Corporation at the time of making any payment to him for work done under the contract to deduct a sum at 8 % (eight percent) from the gross amount of each running bill till full amount of security deposit 10% (ten percent) of agreement value or value of work (whichever is higher) is reached. If value of work exceeds the agreement value, security deposit (10%) will be recovered for the exceeded work.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by the Corporation on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if Sai Highway deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any im or sums which may have been deducted from, or raised by sale of his security deposit

- i) It the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wind up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- iii) if the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date of completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- iv) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- v) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- vi) If the contractor commits any acts mentioned in Clause 21 hereof:
- vii) If the work is not started by the contractor within 1/8th of the stipulated time subject to the maximum of 45 days.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Corporation shall have powers:

- a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Corporation.
- b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above course(s) being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has 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 value so certified. Vt. Ltd.

Chief Engineer

Sai Highway & Budertiffied Pvt. Ltd.

(Seal & Signature of Tenderer)

B.S.E.I.D.C. Ltd, Patna थुवा,

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CLAUSE 3A

In case, the work cannot be started due to reasons not within the control of the Contractor as decided by the Employer within 1/4th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on a ccount of interest, loss of profit or damages etc. shall be payable at all. the reasons shall be examined by the Superintending Engineer / Chief Consultant (Technical) and his decision shall be final and binding.

CLAUSE 4

to pay compensation taken under Clause 3

Contractor liable In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall even if action not notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor. take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work, or any part thereof. paying or allowing for the same in account at the contract rates or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE 5

Time and Extension for Delay

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in letter of acceptance or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid. Corporation shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the security deposit absolutely.

As soon as possible after the contract is concluded the Contractor shall submit a Time & Progress Chart for each milestone and get it approved by the Employer. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the work. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any Sai Highwawork bexceeds of the month (save for special jobs for which a separate Programme has been

agreed upon) complete the work as per milestone given in schedule 'F'.

(Seal & Signature of Tenderer)

Chief Engineer B.S.E.I.D.C. Ltd, Patna

CLAUSE 3A

In case, the work cannot be started due to reasons not within the control of the contractor as decided by the Employer within 1/4th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all. the reasons shall be examined by the Superintending Engineer / Chief Consultant (Technical) and his decision shall be final and binding.

CLAUSE 4

to pay compensation taken under Clause 3

Contractor liable In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall even if action not notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work, or any part thereof, paying or allowing for the same in account at the contract rates or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE 5

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The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in letter of acceptance or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid. Corporation shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the security deposit absolutely.

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agreed upon) complete the work as per milestone given in schedule 'F'.

(Seal & Signature of Tenderer)

Chief Engineer B.S.E.I.D.C. Ltd. Patna

- 5.2 If the work(s) be delayed by.
 - i) force majeure, or
 - ii) Serious loss or damage by fire, or
 - iii) Civil commotion, local.
 - iv) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
 - v) non-availability of stores, which are the responsibility of Employer to supply or
 - vii) non-availability or break down of tools and Plant to be supplied or supplied by Employer or
 - vii) any other cause which, in the absolute discretion of the authority mentioned in Schedule 'F' is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

- 5.3 Request for the rescheduling of Milestones and extension of time, to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the hindering event causing delay on the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 5.4 In any such case the authority mentioned in Schedule 'F' may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.
- The basic centerlines, reference points and benchmarks will be fixed by the Corporation. The contractor shall establish at his own cost at suitable points, additional reference lines and bench marks as may be necessary and instructed by the Engineer-in-charge. The contractor shall remain responsible for the sufficiency and accuracy of all the bench marks and reference lines.

CLAUSE 5A

The Engineer may require the contractor to attend a progress review meeting during execution of work.

The Engineer shall record the minutes of the meeting and provide a copy to the Contractor for compliance. These minutes will be a part of evidence in case of any request for extension of time or impunitive action against the contractor.

CLAUSE 6

Measurement Engineer-in-Charge shall, except as otherwise provided, ascertain and determine of Work Done measurement and the value in accordance with the contract of work done Engineer Sai Highway & Builders PV Ltd.

R.S.E.I.D.C. Ltd, Patna

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(Seal & Signature of Tenderer)

Director

All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works perform under the contract.

All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative at least once in a month during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Corporation shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charge, provide all assistance with every appliance labour and other things necessary for measurements and recording levels.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of India Standards and if for any item no such standard is available then a mutually agreed method as approved by the Corporation shall be followed.

The contractor shall give not less than seven days notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-n-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement defects noticed till completion of the defects liability period.

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Chief Enginger B.S.E.I.D.C. Ltd. Patna

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sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of execution thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding surplus materials and rubbish etc. and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

CLAUSE 8A

Contractor to

When the annual repairs and maintenance of works are carried out, the splashes and Keep Site Clean droppings from white washing, color washing, painting etc. on walls, floor, windows etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days notice in writing to the contractor.

CLAUSE 8 B

Completion Plans to be Submitted by the Contractor

The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I internal) 1972 and (Part-II External) 1974 as applicable within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs. 15,000 (Rs. Fifteen thousand only) as may be fixed by the Superintending Engineer/Chief Consultant(Technical) concerned and in this respect the decision of the Superintending Engineer/ Chief Consultant (Technical) shall be final and binding on the contractor.

CLAUSE 9

Payment of Final Bill

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Assistant Engineer, complete with account of materials issued by the Department and dismantled materials.

i)If the Tendered value of work is up to Rs. 1 crores: 2 months

/ & Builders PVt. Ltd. ii)If the Tendered value of work exceeds Rs. 1 crores : 4 months

(Seal & Signature of Tenderer)

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Chief Enginéer B.S.E.I.D.C. Ltd, Patna

sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of execution thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding surplus materials and rubbish etc. and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

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CLAUSE 9

Payment of Final Bill

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Assistant Engineer, complete with account of materials issued by the Department and dismantled materials.

i)If the Tendered value of work is up to Rs. 1 crores: 2 months

ii)If the Tendered value of work exceeds Rs. 1 crores: 4 months

(Seal & Signature of Tenderer)

Chief Enginéer B.S.E.I.D.C. Ltd, Patna

Tender: 10+2 Schools in Bihar, (SBD) Group No.: S.S.S.M-44A BSEIDC,Patna

CLAUSE 9 A

Payment of Contractor's Bills to Banks

Payments due to the contractor may, if so desired by him, be made to his bank instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge (1) an authorisation in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by Corporation or his signature on the bill or other claim preferred against Corporation before settlement by the Engineer-in-Charge of the account or claim by payment to the bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment, the contractor shall wherever possible present his bills duly receipted and discharges through his bankers.

Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-a-vis the Governor of Bihar.

CLAUSE 10

Materials supplied by Corporation Materials which the Corporation will supply in rare case are shown in schedule 'B' which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from the Engineer-in-Charge.

As soon as the work is awarded, the contractor shall finalise the programme for the completion of work as per clause 5 of this contract and shall give his estimates of materials required on the basis of drawings/or schedule of quantities of the work. The Contractor shall give in writing his requirement to the Engineer-in-Charge which shall be issued to him keeping in view the progress of work as assessed by the Engineer-in-Charge, in accordance with the agreed phased programme of work indicating monthly requirements of various materials. The contractor shall place his indent in writing for issue of such materials at least 7 days in advance of his requirement.

Such materials shall be supplied for the purpose of the contract only and the value of the materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work (including normal wastage) for which payment is being made to the contractor, from any sum then due or which may therefore become due to the contractor under the contract or otherwise or from the security deposit. At the time of submission of bills the contractor shall certify that balance of materials supplied is available at site in original good condition.

The contractor shall submit along with every running bill (on account or interim bill) material wise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (diameter/section-wise in the case of steel) and resulting variations and reasons therefore. Engineer-in-Charge shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in clause 42 at any stage of the work if reconciliation is not found to be satisfactory.

The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, cutting assembling and joining the several parts together as directed by the engineer-in-charge. Not withstanding anything to the contrary contained in any other clause of the contract and (or the PWD Code) all stores/materials so supplied to the contractor or procured with the assistance of the Corporation shall remain the absolute property of the Corporation and the contractor shall be the trustee of the stores/materials, and the said stores/materials shall be removed/disposed off from the site of the work on any account and shall be at all times of Sai Highwayopenuitoeinspection by the Engineer-in-Charge or his authorized agent Any such stores/materials remaining unused shall be returned to the Engineer in Charge in as good a condition in which they were originally supplied at a require, but in case it is

represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all time have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss for damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall borne by the Contractor.

CLAUSE 10 B

Secured Advance on Non-perishable Materials

Advance

The contractor, on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials which are in the opinion of the Superintending Engineer / Chief Consultant(Technical) of the Corporation nonperishable, non-fragile and noncombustible and are in accordance with the contract and on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be recovered/deducted from the next payment made under any or the clause or clauses of this contract.

Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. In such a case the contractor shall execute a Bank Guarantee/ Bond from a Scheduled Nationalised Bank as specified by the Engineer-in-Charge for the full amount of such advance before it is released. Such advance shall be in two or more installments to be determined by the Engineer-In-charge at his absolute discretion. The first installment of such advance before shall be released by the Engineer-in-Charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installment shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilisation of the earlier installment to the entire satisfaction of the Engineer-In-Charge.

Plant & Bu Contractor may be given if requested by the contractor in writing within one month Machinery & Bu Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given in a such plant and machinery which in the opinion of the Engineer of Charge Will add to the advance of the contractor in writing within one month of bringing such plant and machinery which in the opinion of the Engineer of Charge Will add to the contractor in writing within one month of the contractor in writing within one within the contractor in writing within one within the contractor in writing within one within the contractor in writing within the

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expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5% of the tender value. In the case of new plant and equipment to be purchased for the work the advance shall be restricted to 85% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence satisfactory to the Engineer-in-Charge and approval from Engineer-in-Charge. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be decided by the Engineer-in-Charge. The contractor shall, if so required by the Engineer-in-Charge, submit the statement value of such old plant and equipment duly approved by a Registered Valuer recognized by the Central Board of Direct Taxes under the Income-Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on the plant and equipment of a value less than Rs. 50,000/- Seventy five percent of such amount of advance shall be paid after the plant & equipment is brought to site and balance twenty five percent on successfully commissioning the same only after approval from Engineer-in-Charge,

Leasing of equipment shall be considered at par with purchase of equipment and shall be covered by tripartite agreement with the following:

- 1. Leasing company which gives certificate of agreeing to lease equipment to the contractor.
- 2. Engineer in Charge, and
- 3. The contractor.

This advance shall further be subject to the condition that such plant and equipment (a) are considered by the Engineer-in-Charge to be necessary for the works; (b) and are in and are maintained in working order; (c) hypothecated to the Government as specified by the Engineer-in-Charge before the payment of advance is released. The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of the Engineer-in-Charge. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation falling which such advance shall be entirely recovered in lump sum. For this purpose steel scaffolding and from work shall be treated as plant and equipment.

The contractor shall insure the Plant and Machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement at site. Any amounts not recovered from the insurer will be borne by the contractor.

Interest & Recovery

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The mobilization advance and plant and machinery advance in (ii)&(iii) above bear simple interest and should be equal to the prevailing rate of interest charged by the bank as mentioned in contract date schedule 'F' and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractor's bills commencing after first ten per cent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty per cent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of the installment.

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- v) If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilization advance and plant and equipment advance may be extended in the discretion of the Chief Executive Officer.
- vi) The said bank guarantee for advances shall initially be made for the full amount and valid for the contract period, and be kept renewed from time to time to cover the balance amount and likely period of complete recovery together with interest.
- vii) Any materials including tools plants equipments etc brought to the site shall not be removed from the sites without the written permission of the Engineer-in-charge.

CLAUSE 10 C

Payment on Account of Increase in Prices/Wages due to Statutory Order(s) If after submission of the tender the price of any material incorporated in the works (not being a material supplied from the Engineer-in-Charge's stores in accordance with clause 10 thereof) and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes in sales tax) and such increase in the price and/or wages prevailing at the time of the last stipulated date for receipt of the tenders including extensions if any for the work, and the contractor thereupon necessarily and properly pays in respect of that material (incorporated in the works) such increased price and/or in respect of labour engaged on the execution of the work such increased wages, then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of the work in question.

If after submission of the tender, the price of any material incorporated in the works (not being a material supplied from the Engineer-in-Charge's stores in accordance with clause 10 thereof) and/or wages of labour is decreased as a direct result of the coming not force of any law or statutory rules or order (but not due to any changes in sales tax) and such decrease in the prices and/ or wages prevailing at the time of receipt of the tender for the work. The Corporation shall in respect of materials incorporated in the works (not being materials supplied from the Engineer-in-Charge's stores in accordance with Clause-10 hereof) and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the price of materials and/or wages of labour on the coming into force of such law, statutory rule or order.

The contractor shall, for purpose of this condition, keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorised representative of the Corporation, and further shall, at the request of the Engineer-in-Charge may require any documents so kept and such other information as the Engineer-in-Charge may require.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such material and/or wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

Sai Highway & Builders Pyt. Ltd.

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Chief Engineer' B.S.E.I.D.C. Ltd, Patna

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CLAUSE 10 CA

Payment on Account of Increase/decre ase in Prices of construction materials after receipt of tender.

If after submission of the tender, the price of cement or steel reinforcement bars / bitumen incorporated in the works (not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) increase(s) beyond the price(s) prevailing at the time of the last stipulated date for receipt of tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of work in question.

If after submission of the tender, the prices of cement and/or steel reinforcement bars / bitumen incorporated in the works (not being a material stipulated from the Engineer-in-Charge's stores in accordance with the Clause 10 thereof) is decreased, Corporation shall in respect of these materials incorporated in the works (not being materials supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of Cement and/or Steel reinforcement bars/ bitumen as prevailed at the time of last stipulated date for receipt of tenders including extensions if any for the work and the prices of these materials on the coming into force of such base price of cement and/or steel reinforcement bars/ bitumen issued under authority of Schedule of Rate Committee.

The increase/decrease in prices shall be determined by the All India Wholesale Price Indices for Cement and Steel (bars and rods) as published by Economic Advisor to Government of India, Ministry of Commerce and Industry and base price for cement and/or steel reinforcement bars / bitumen as issued under authority of Schedule of Rate Committee as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration.

The amount of the contract shall accordingly be varied for cement or steel reinforcement bars / bitumen and will be worked out as per the formula given below:-

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:
 - $V_0 = 0.85 \times P_c / 100 \times R \times (C_{1-} C_0) / C_0$
 - V_0 = increase or decrease in the cost of work during the month under consideration due to changes in rates for cement.
 - R = Value of the work.
 - C₀ = 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.
 - C₁ = 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 Sai Highway & Builders Contractor shall be paid in accordance with the following formula:

0.85 x P_s/100 x R x (S₁-S₀)/S₀

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Chief Engineer B.S.E.I.D.C. Ltd, Patna

CLAUSE 10 CA

Payment on Account of Increase/decre ase in Prices of construction materials after receipt of tender. If after submission of the tender, the price of cement or steel reinforcement bars / bitumen incorporated in the works (not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) increase(s) beyond the price(s) prevailing at the time of the last stipulated date for receipt of tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of work in question.

If after submission of the tender, the prices of cement and/or steel reinforcement bars / bitumen incorporated in the works (not being a material stipulated from the Engineer-in-Charge's stores in accordance with the Clause 10 thereof) is decreased, Corporation shall in respect of these materials incorporated in the works (not being materials supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of Cement and/or Steel reinforcement bars/ bitumen as prevailed at the time of last stipulated date for receipt of tenders including extensions if any for the work and the prices of these materials on the coming into force of such base price of cement and/or steel reinforcement bars/ bitumen issued under authority of Schedule of Rate Committee.

The increase/decrease in prices shall be determined by the All India Wholesale Price Indices for Cement and Steel (bars and rods) as published by Economic Advisor to Government of India, Ministry of Commerce and Industry and base price for cement and/or steel reinforcement bars / bitumen as issued under authority of Schedule of Rate Committee as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration.

The amount of the contract shall accordingly be varied for cement or steel reinforcement bars / bitumen and will be worked out as per the formula given below:-

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:
 - $V_0 = 0.85 \times P_c / 100 \times R \times (C_{1-} C_0) / C_0$
 - V₀ = increase or decrease in the cost of work during the month under consideration due to changes in rates for cement.
 - R = Value of the work.
 - C₀ = 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.
 - C₁ = 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 Sat Highway & Builders Contractor shall be paid in accordance with the following formula:

0.85 x P_s/100 x R x (S₁-S₀)/S₀

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- Increase or decrease in the cost of work during the month under $V_s =$ consideration due to changes in the rates for steel.
- The all India wholesale price index for steel (Bars and Rods) on 25 days preceding the date of opening of Bids as published by the $S_0 =$ Ministry o Industrial Development, Government of India New Delhi.
- The all India average wholesale price index for steel (Bars and Rods) S₁ = for the month under consideration as published by Ministry of Industrial Development, New Delhi.
- Percentage of Steel component of the work. $P_s =$

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

Adjustment of bitumen component

- Price adjustment for increase or decrease in the cost of bitumen shall be paid (iii) in accordance with the following formula:
 - $0.85 \times P_b / 100 \times R \times (B_1 B_0) / B_0$ $V_h =$
 - Increase or decrease in the cost of work during the month under $V_b =$ consideration due to changes in rates for bitumen.
 - The office retail price of bitumen at the IOC depot at nearest center on the $B_0 =$ day 28 days prior to date of opening of Bids.
 - The official retail price of bitumen of IOC depot at nearest center for the B₁ = 15th day of the month under consideration.
 - Percentage of bitumen component of the work. $P_b =$

CLAUSE 10 CC

Contract price shall be adjusted for increase or decrease in rates and price of labour, increase / Decrease materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given in the contract data: in Prices / Wages

- after receipt of tender (Time of completion more than 18 months)
- The price adjustment shall apply for the work done from the start date given in the contract data upto end of the initial intended completion date or extensions (a) granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.
- Following expressions and meanings are assigned to the work done during each (b) month:
 - Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of R = secured advance recovered, if any 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.
- To the extent that full compensation for any rise or fall in costs to the (c) 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.

Chief Engineer B.S.E.I.D.C. Ltd, Patna

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The formula (e) for adjustment of prices are:

Adjustment for labour component

- (i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:
 - $V_L = 0.85 \times P_1/100 \times R \times (L_1 L_0)/L_0$
 - V_L = increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour.
 - L₀ = 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.
 - L₁ = The consumer price index for industrial workers for the State for the under consideration as published by Labour Bureau, Ministry of Labour, Government of India.
 - P_1 = Percentage of labour component of the work.

Adjustment for cement component

- (ii) Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula:
 - $V_0 = 0.85 \times P_0/100 \times R \times (C_1 C_0)/C_0$
 - V₀ = increase or decrease in the cost of work during the month under consideration due to changes in rates for cement.
 - C₀ = 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.
 - C₁ = 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

- (iii) Price adjustment for increase or decrease in the cost of steel procured by the Contractor shall be paid in accordance with the following formula:
 - $V_s = 0.85 \times P_s/100 \times R \times (S_1-S_0)/S_0$
 - V_s = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel.
 - S₀ = The all India wholesale price index for steel (Bars and Rods) on 25 days preceding the date of opening of Bids as published by the Ministry o Industrial Development, Government of India New Delhi.
 - S₁ = 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_1 = Percentage of labour component of the work.
 - Note: For the application of this clause, index of Bars and Rods has been chosen to represent steel group.

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Chief Engineer

B.S.E.I.D.C. Ltd, Patna

Adjustment of bitumen component

- (iv) Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:
 - $V_b = 0.85 \times P_b/100 \times R \times (B_1-B_0)/B_0$
 - V_b = Increase or decrease in the cost of work during the month under consideration due to changes in rates for bitumen.
 - B₀ = The office retail price of bitumen at the IOC depot at nearest center on the day 28 days prior to date of opening of Bids.
 - B_1 = The official retail price of bitumen of IOC depot at nearest center for the 15^{th} day of the month under consideration.
 - P_1 = Percentage of bitumen component of the work.

Adjustment of POL (fuel and lubricant) component

- (v) Price adjustment for increase or decrease in the cost of POL (fuel and lubricant) shall be paid in accordance with the following formula.
 - $V_f = 0.85 \times P_f/100 \times R \times (F_1-F_0)/F_0$
 - V_f = Increase or decrease in the cost of work during the month under consideration due to changes in rates for fuel and lubricants.
 - F₀ = The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC at nearest center on the day 28 days prior to the date of opening of Bids.
 - F₁ = The official retail price of HSD at the existing consumer pumps of IOC at nearest center for the 15th day of month of the under consideration.
 - P_1 = Percentage of fuel and lubricants component of the work.
 - Note: For the application of this clause, the price of High Speed Diesel oil has been chosen to represent fuel and lubricants group.

Adjustment for Plant and Machinery Spares component

- (vi) Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the Contractor shall be paid in accordance with the following formula:
 - $V_p = 0.85 \times P_p/100 \times R \times (P_1-P_0)/P_0$
 - V_p = Increase or decrease in the cost of work during the month under consideration due to changes in rates for plant and machinery spares.
 - P₀ = The all India wholesale price index for heavy machinery and parts on 28 days preceding the date of opening of Bids as published by the Ministry of Industrial Development Government of India, New Delhi.
 - P₁ = The all India average wholesale price index for heavy machinery and parts for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi.
 - P_1 = Percentage of plant and machinery spares component of the work.
 - Note: For the application of this clause, index of Heavy Machinery and Parts has been chosen to represent the Plant and Machinery Spares group.

Sai Highway & Builders Pwt. Ltd.

Director

Chief Engineer B.S.E.I.D.C. Ltd. Patna

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so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

CLAUSE 12

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The Engineer-in-Charge (As per codal provision) shall have power (i) to make alternation Variations Extent in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge after approval from competent authority and such alterations omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

- The time for completion of the works shall, in the event of any deviations resulting 12.1 in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:
 - In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.
 - 25% of the time calculated in (i) above or such further additional time as may ii) be considered reasonable by the Engineer-in-Charge after approval from competent authority
- 12.2 In the case of extra item(s) the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer-in-Charge after approval from competent authority shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates as per power delegated in PWD Code and on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

In the case of substituted items, the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the aforesaid para.

- (a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- (b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item. and the agreement item (to be substituted). Chief Engineer Sai Highway & Builders

Director

B.S.E.I.D.C. Ltd, Patna

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Deviation, Deviated Quantities, Pricing In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in Schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities the Engineer-in-Charge shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates as per power delegated in PWD Code and on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

- 12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule 'F' and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of receipt of the notice, revise the rates as per power delegated in PWD Code for the work in question within one month of expiry of the said period of fifteen days having regard to the market rates or current schedule of rate.
- 12.4 The contractor shall send to the Engineer-in-Charge once every three months an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge after approval from competent authority which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Superintending Engineer / Chief Consultant (Technical) is authorized for consideration of such claims on merits.
- 12.5 For the purpose of operation of Schedule 'F' the following works shall be treated as works relating to foundation :
 - i) For buildings, compound walls plinth level or 1.2 meters (4 feet) above ground level whichever is lower excluding items of flooring and D.P.C. but including base concrete below the floors.
 - ii) For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs the bed of floor level.
 - iii) For retaining walls where floor level is not determinate 1.2 meters above the average ground level or bed level.
 - iv) For Roads all items of excavation and filling including treatment of sub-base.
- 12.6 Any operation incidental to or necessary has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

CLAUSE 13

Foreclosure of Contract due to Abandonment or Reduction in Scope of Work If at any time after acceptance of the tender, Corporation shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates for works executed at site only

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CLAUSE 14

If the contractor:

Cancellation of contract in full or i) part

- at any time makes default in proceeding with the works or any part of the work with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-Charge; or
- ii) Commits default to comply with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- Fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or
- Shall offer or give or agree to give to any person in Government / Corporation service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government / Corporation; or
- v) Shall enter into a contract with Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority/Engineer-in-Charge; or
- vi) Shall obtain a contract with Corporation as a result of wrong tendering or other non-bonafide methods of competitive tendering; or
- being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- viii) Being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- ix) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
- Assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Competent Authority;

The Competent Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to Government, by a notice in writing to cancel the contract as a whole or only such items of work in default from the Contract.

Sai Highway & Builders Pvt. Ltd.

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The Engineer-in-Charge shall on such cancellation by the Competent Authority have powers to:

- (a) Take possession of the site and any materials, constructional plant, implements stores, etc., thereon; and/or
- (b) Carry out the incomplete work by any means at the risk and cost of the contractor.

On cancellation of the contract in full or in part, the Engineer-in-Charge shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss of damage suffered by Corporation. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

Any excess expenditure incurred or to be incurred by the Corporation in completing the works or part of the works or the excess loss or damages suffered or which may be suffered by the Corporation as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to the Corporation in law be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 31 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days the Engineer-in-Charge shall have the right to sell any or all of the contractors unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance is outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract.

Any sums in excess of the amounts due to Employer and unsold materials, constructional plant, etc., shall be returned to the contractor, provided always that if cost or anticipated cost of completion by the Corporation of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

CLAUSE 15

Suspension of Work

The contractor shall, on receipt of the order in writing of the Engineer-in-Charge (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof, for any of the following reasons:

- a) on account of any default on the part of the contractor or:
- b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
- c) for safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and securethe works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above, the Sai Highway & Builcontractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of

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> work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;

CLAUSE 16

Action in case Work not done as per **Specifications**

All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Engineerin-Charge, his authorised subordinates in charge of the work and all the superior officers, officer of the Quality Control Organisation of the Corporation and of the Cabinet (Technical) Vigilance, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions of have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-Charge or his higher authority or his authorised subordinates in charge of the work or to the Cabinet (Technical) Vigilance or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or article provides by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall, on demand in writing which shall be made within the period specified in schedule - F of contract data from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the contractor failing do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure and incidental items rectified, or removed and re-executed at the risk and cost or contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

CLAUSE 17

Contractor Liable for Damages, defects during maintenance period

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wired, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within defect liability period after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due Sai Highwayto the contractor, or from his security deposit except for the portion pertaining to asphaltic work which is governed by sub-para (iii) of clause 35 or the proceeds of sale thereof or of a sufficient option thereof. The security deposit of the contractor shall hope

Director

The Engineer-in-Charge shall on such cancellation by the Competent Authority have powers to :

- (a) Take possession of the site and any materials, constructional plant, implements stores, etc., thereon; and/or
- (b) Carry out the incomplete work by any means at the risk and cost of the contractor.

On cancellation of the contract in full or in part, the Engineer-in-Charge shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss of damage suffered by Corporation. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

Any excess expenditure incurred or to be incurred by the Corporation in completing the works or part of the works or the excess loss or damages suffered or which may be suffered by the Corporation as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to the Corporation in law be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 31 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days the Engineer-in-Charge shall have the right to sell any or all of the contractors unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance is outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract.

Any sums in excess of the amounts due to Employer and unsold materials, constructional plant, etc., shall be returned to the contractor, provided always that if cost or anticipated cost of completion by the Corporation of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

CLAUSE 15

Suspension i) of Work

The contractor shall, on receipt of the order in writing of the Engineer-in-Charge (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof, for any of the following reasons:

- a) on account of any default on the part of the contractor or;
- b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
- for safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above, the Builcontractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of

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Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise Government shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which Government might become liable in contesting such claim.

CLAUSE 19

Labour Laws to be complied by the Contractor

The contractor shall obtain a valid licence under the State Labour Act, and the Contract Labour (Regulation and Abolition) Central rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) ACt, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfill these requirements shall attract the penal provisions of the contract arising out of the resultant non-execution of the work.

CLAUSE 19 A

No labour below the prescribed age shall be employed on the work.

CLAUSE 19 B

Payment of Wages

Payment of wages:

- i) The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- lii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation And Abolition) Central Rules, 1971, wherever applicable

wherever applicable.
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iv) a) The Engineer-in-Charge concerned shall have the inight to decide from the moneys due to the contractor any sun required or estimated to be

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required for making good the loss suffered by a worker or workers by reason of nonfulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

- b) Under the provision of Minimum Wages (Central) Rules 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at same rate as for duty. In the event of default the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.
- v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Act, 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.
- vi) The contractor shall indemnify and keep indemnified Government again payments to be made under and for the observance of the laws aforesaid and the P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- viii) Whatever is the minimum wage for the time being, or if the wage payable higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

CLAUSE 19 C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per P.W.D. Safely Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs. 200/- for each default and in addition the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 20

Minimum wages Act to be complied with.

The contractor shall at least pay and comply with all the provisions of the Minimum wages Act s and rules framed there under other labour laws related to contract labour.

CLAUSE 21

Work not to be sublet. Action in case of insolvency

The contract shall not be assigned or sublet without the written approval of the Engineerin-Charge, And in the contractor shall assign or sublet his contract, or attempt to do so, or the one insolvent or commence any insolvency proceedings or make any composition with

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his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Corporation in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the M.D. of Corporation shall have power to adopt the courses specified in Clause 3 hereof in the interest of Corporation and in the event of such course being adopted the consequences specified in the said Clause 3 shall ensue.

CLAUSE 22 Compensation

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 Corporation without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

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Changes in firm's Constitution to be intimated

Where the contractor is a partnership firm, the previous approval in writing of the Engineerin-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 thereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

CLAUSE 24

Approval of Engineer In charge

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 25

Settlement of Disputes & Arbitration

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in-before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right matter or thing whatsoever in any way arising out of or relating to contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

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

Sai Highway & Builting Superintending Engineer/Chief consultant(Technical) fails to give instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer/Chief

Director (Seal & Signature of Tenderer)

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

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

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

It is also a term of this contract that no person other than a person appointed by Managing Director of the Corporation as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitrator at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 45 days of receiving the intimation from the Engineer-in-Charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

All arbitration shall be held at PATNA and at no other place.

CLAUSE 26

The contractor shall fully indemnify and deep indemnified the M.D. of Corporation against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be

Contractor to design or any alleged patent or design right indemnity Govt.

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payable in respect of any article or part thereof included in the contract. In the event of any claims made under the action brought against Government in respect of any such matter as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the M.D. of Corporation if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

CLAUSE 27

Lumpsum Provisions in Tender When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge capable of measurement, The Engineer-in-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

CLAUSE 28

Action where no Specifications are specified In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications, Indian Road Congress for road works and Indian Building Congress for building works or any central government agency. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers specifications. If not available then as per Corporation / Building Construction Department Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAUSE 29

Whenever any claim or claims for payment of a sum of money arises out of or i) under the contract or against the contractor, the Engineer-in-Charge or the Corporation shall be entitled to with hold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the Corporation shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the Corporation shall be entitled to withhold and have a lien to retain to the extent of payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the Corporation or any contracting person through the Engineer-in-Charge of the Corporation or any contraction person through the Engineer-in-Charge pending finalisation of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Corporation will be kept withheld or retained as such by the Engineer-in-Charge or Corporation till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For

Sai Highway the purpose of this clause, where the contractor is a partie firm or a limited company, the Engineer-in-Charge or the Corporation shall be entitled to withhold

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and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

Corporation shall have the right to cause an audit and technical examination of the ii) works and the final bills of the contractor including all supporting vouchers, abstract etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Corporation to the contractor. without any interest thereon whatsoever.

CLAUSE 29 A

Lien in respect of claims in other Contracts

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Government or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or Corporation or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the Corporation or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the Corporation will be kept withheld or retained as such by the Engineer-in-Charge or the Corporation till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 30

Unfiltered water supply

The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

- i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.
- The Engineer-in-Charge shall make alternative arrangements for supply of water ii) at the risk and cost of contractor?(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

CLAUSE 31

Return of surplus material

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of Corporation either by issue from Corporation stocks or purchase made under orders or permits or licences issued by Corporation the contractor shall hold the Sai Highway & Buisaid materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the Corporation and return, if

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Chief Engineer B.S.E.I.D.C. Ltd. Patna

required by the Engineer in Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer in Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer in Charge shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to action for contravention of the term of the licence or permit and/or for criminal breach of trust, be liable to Corporation for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

CLAUSE 32

(Seal & Signature of Tenderer)

Hire of Plant & i) Machinery

The contractor shall arrange at his own expense all tools, plant machinery and equipment (hereinafter referred to as T & P) required for execution of the work except for the Plant & Machinery listed in Schedule 'C' and stipulated for issue to the contractor. If the contractor requires any item of T & P on hire from the T & P available will, if such item is available, hire it to the contractor at rates to be agreed upon between him and the Engineer-in-Charge. In such a case all the conditions hereunder for issue of T & P shall also be applicable to such T & P as is agreed to be issued.

- be made over and taken back at the departmental equipment yard/shed shown in Schedule 'C' and the contractor shall bear the cost of carriage from the place of issue to the site of work and back. The contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him, and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation and otherwise during transit including damage to or loss of plant and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Engineer-incharge shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.
- iii) The plant and machinery as stipulated above will be issued as and when available and if required by the contractor. The contractor shall arrange his programme of work according to the availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay in supply by the Corporation.
- The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery made over up to and inclusive of the date of the return in good order even though the same may not have been working for any cause except major breakdown due to no fault of the contractor or faulty use requiring more than three working days continuously (excluding intervening holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the Engineer in Charge when any plant or machinery gets out of order requiring major repairs as aforesaid. The Engineer in Charge shall record the date and time of receipt of such intimation in the log sheet of the plant or machinery. Based on this if the breakdown occurs before lunch on the day of complaint. If the breakdown occurs in the positional period of major breakdown will be computed considering half a day's breakdown on the day of complaint. If the breakdown occurs in the positional period of major breakdown will be computed starting from the next working day. In take of any

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dispute under this clause the decision of the Superintending Engineer shall be final and binding on the contractor.

- v) The hire charges shown above are for each day of 8 hours (inclusive of the one-hour lunch break) or part thereof.
- vi) Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for cleaning purposes. Power fuel of approved type, firewood, kerosene oil etc. for running the plant and machinery and also the full time chowkidar for guarding the plant and machinery against any loss or damage shall be arranged by the contractor who shall be fully responsible for the safeguard and security of plant and machinery. The contractor shall on or before the supply of plant and machinery sign an agreement indemnifying the Corporation against any loss or damage caused to the plant and machinery either during transit or at site of work.
- vii) Ordinarily, no plant and machinery shall work for more than 8 hours a day inclusive of one hour lunch break. In case of an urgent work however, the Engineer in Charge may, at his discretion, allow the plant and machinery to be worked for more than normal period or 8 hours a day. In that case the hourly hire charges for overtime to charge (1/8)th of the daily charges) subject to a minimum of half day's normal charges on any particular day. For working out hire charges for over time a period of half an hour and above will be charged as one hour and a period of less than hilf an hour will be ignored.
- viii) The contractor shall release the plant and machinery every seventh day for periodical servicing and/or wash out which may take about three to four hours or more. Hire charges for full day shall be recovered from the contractor for the day of servicing/Wash out irrespective of the period employed in servicing.
- ix) The plant and machinery once issued to the contractor shall not be returned by him on account of lack of arrangements of labour and materials, etc. on his part, the same will be returned only when they are required for major repairs or when in the opinion of the Engineer in Charge the work or a portion of work for which the same was issued is completed.
- x) Log Book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the Corporation and will be countersigned by the contractor or his authorised agent daily. In case the contractor contests the correctness of the entries and/or fails to sign the Log Book the decision of the Engineer-in-Charge shall be finaland binding on him. Hire charges will be calculated according to the entries in the Log Book and will be binding on the contractor. Recovery on account of hire charges for road rollers shall be made for the minimum number of days worked out on the assumption that a roller can consolidate per day and maximum quantity of materials or area surfacing as noted against each in the annexed statement (see attached annexure).
- xi) In the case of concrete mixers, the contractors shall arrange to get the hopper cleaned and the drum washed at the close of the work each day or each occasion.

a)In case rollers for consolidation are employed by the contractor himself, log book for such rollers shall be maintained in the same manner as is done in case of departmental rollers, maximum quantity of any item to be consolidated for each roller day shall also be same as in Annexure to Clause 34(x). For less use of rollers recovery for the less roller days shall be made at the stipulated issue rate.

xii) The contractor shall be responsible to return the plant and machinery in the Sai Highway & Bucondition in which it was handed over to him and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation or otherwise or during transit including damage to of loss of parts.

(Seal & Signature of Tenderer)

Chief Engineer)
_B.S.E.I.D.C. Ltd, Patna

Tender: 10+2 Schools in Bihar, (SBD) Group No.: S.S.S.M-44A **BSEIDC.Patna**

and for all losses due to him failure to return the same soon after the completion of the work for which it was issued. The Engineer-in-charge shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.

- The contractor will be exempted for levy of any hire charges for the number of xiii) days he is called upon in writing by the Engineer in Charge to suspend execution of the work provided Corporation plant and machinery in question have, in fact remained idle with the contractor because of the suspension.
- In the event of the contractor not requiring any item of plant and machinery issued by the Corporation though not stipulated for issue in Schedule 'C' any time after taking delivery at the place of issue, he may return it after two days written notice or at any time without notice if he agrees to pay hire charges for two additional days without in any way affecting the right of the Engineer in-Charge to use the said plant and machinery during the said period of two days as he likes including hiring out to a third party.

CLAUSE 33

Contractors Superintendence, Supervision, Technical Staff & Employees

Employment of Technical Staff and employees

The contractor shall provide all necessary superintendence during execution of the work and as along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor along with bidding of the tender, intimate in writing to the Engineer-in-Charge the name, qualifications, experience, age, address and other particulars along with certificates, of the technical representative to be in charge of the work. If there is any change then the new incumbents qualifications and experience shall not be lower than specified in Schedule in I.T.B. (Annexure - 2). The Engineer-in-Charge shall within 15 days of issue of letter of acceptance intimate in writing his approval or otherwise it is deemed to be approved. Any such approval may at any time be withdrawn and in case of such withdrawal the contractor shall appoint another such representative according to the provisions of this clause. Decision of the tender accepting authority / Chief Consultant Officer (Technical) shall be final and binding on the contractor in this respect. Technical staff shall be available at site within fifteen days of start of work.

If the contractor (or any partner in case of firm/company) himself has such qualifications, it will not be necessary for the said contractor to appoint such a principal technical representative but the contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the contractor is not in a position to be so present. All the provisions applicable to the principal technical representative under the Clause will also be applicable in such The principal technical a case to contractor or his responsible agent. representative and/or the contractor or his responsible authorised agent shall be actually available at site at least two working days every week, these days shall be determined in advance and also during recording of measurement of works and whenever so required by the Engineer-in-Charge by a notice as aforesaid and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative in the site order book and in token of acceptance of measurements. There shall be no objection if the representative/agent looks after more than one work and not more than three works in the same station provided these details are disclosed to the Engineer-in-Charge and he shall be satisfied that the provisions and the purpose of the clause are fulfilled satisfactorily

Sai Highway & fitthe Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative of agent is the contractor, is convinced that no such technical topic the provision of this effectively appointed or is effectively attending or fulfilling the provision of this Director ature of Tenderer)

(Seal & Signature of Tenderer)

clause, a recovery shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable technical representative or responsible agent and if such appointed persons are not effectively present or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as a suitable agent is appointed and the contractor shall submit a certificate of employment of the technical representative/responsible agent along with every on account bill/fixed bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer in Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer in Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer in Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

CLAUSE 34

- Sales Tax or any other tax on materials in respect of this contract shall be payable by the contractor according to law in effect.
- ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red earth, moorum, sand chips bajri, stone, kankar, etc. from local authorities.
- iii) If pursuant to or under any law, notification or order any royalty, cess or the hike becomes payable to the Government of India and does not at any time become payable by the contractor to the State Government/ Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from the dues of the contractor.

CLAUSE 35

Conditions for reimbursement of levy/taxes if levied after receipt of tenders

- All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46th Amendment) Act. 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Engineer in-Charge (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of Sai Highway & Buthe same by a duly authorised representative of the Government and/or the

(Seal & Signature of Tenderer)

Chief Engineer B.S.E.I.D.C. Ltd, Patna

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Tender: 10+2 Schools in Bihar, (SBD) Group No.: S.S.S.M-44A BSEIDC,Patna

Engineer-in-Charge and further shall furnish such other information/document as the Engineer-in-Charge may require from time to time.

The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act 1982, iii) give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 36

Imprisonment of Contractor

If the contractor is imprisoned, becomes insolvent compound with his creditors, has a receiving order made against him or carries on business under a receiver for the benefit of the creditors or any of them, or being a partnership firm becomes dissolved, or being a company or corporations goes into liquidation or commences to be wound up not being a voluntary winding up for the purpose only of amalgamation or reconstitution the department shall be at liberty.

- To give such liquidator, receiver, or other person in whom the contract may become vested, the option of carrying out the contract or a portion there of to be determined by the department, subject to his providing an appropriate guarantee for the performance of such contract or.
- To terminate the contract, forthwith by notice in writing to the contractor, the liquidator, the receiver or person in whom the contract may become vested and (b) take further action as provided in the relevant clauses of the contract.

CLAUSE 37

Termination of Contract on death of contractor

Without prejudice to any of the rights or remedies under this contract if the contractor dies, the Competent Authority on behalf of the BSEIDCo. shall have the option of terminating the contract without compensation to the contractor after the affidavit of his/ their legal heir/heirs that they are not going to be in this profession in future.

CLAUSE 38

If relation working in BSEIDCo. then the contractor not allowed to tender

The contractor shall not be permitted to tender for works in the BSEIDCo. (responsible for award and execution of contracts) in which his near relative is posted as as an officer in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer in the BSEIDCo.. Any breach of this condition by the contractors of this Corporation shall lead to blacklisting. If the contractor is registered in any other department, he shall be debarred from tendering in BSEIDCo. for any breach of this condition.

NOTE: By the term "near relatives" is meant wife, husband, parents and grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in law.

CLAUSE 39

No-Gazetted-Engineer to work as Contractor within two years of retirement

No engineer of gazetted rank of other gazetted officer employed in engineering of administrative duties in an engineering department of the Government of Bihar shall work as a contractor or employee of a contractor for a period of two years after his retirement from government service without the previous permission of State Government in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained said permission prior to engagement in the contractor's service, as the case may be.

CLAUSE 40

excess material issued

i) After completion of the work and also at any intermediate stage in the event of hon reconciliation of materials issued, consumed and in balance (see Clause 10) theoretical material and hw quantity of materials issued by the Corporation for use in the work shalf be calculated on the recovery for (Dasis and method given hereunder. (basis and method given hereunder.

(Seal & Signature of Tenderer)

a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required different items of work as shown in the Schedule of Rates mentioned in-Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not in the above mentioned schedule/statement or cannot be derived from the shall be calculated on the basis of standard formula to be laid down by the Engineer in Charge.

b) Theoretical quantity of steel reinforcement of structural steel sections shall be taken as the quantity required as per design or as authorised by Engineer in Charge, including authorised lappages, chairs etc., plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and categoriwise separately.

c) For any other material as per actual requirements.

ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F'. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorised variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer in Charge within fifteen days of the issue of written notice by the Engineer in Charge to this effect shall be recovered at the rates specified in Schedule 'F' without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer in Charge in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in Schedule 'F', shall be final & binding on the contractor

For not scheduled items, the decision of the Superintending Engineer regarding theoretical quantities of materials, which should have been actually used, shall be final and binding on the contractor.

iii) The said action under this clause is without prejudice to the right of the Government to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

CLAUSE 41

Release of Security deposit On completion of the whole of the work, half of the total amount of security shall be repaid to the contractor after six months of completion. However, the balance half of the total amount of security will be returned after completion of defect liability period and after the Engineer has certified that all defects notified by him to the contractor before the end of this period have been corrected and also after recovery of any dues.

CLUASE 42

Responsibility of Technical Staff and employees

Technical officers / staff deployed by the Contractor at any construction site will also be responsible for inferior quality / poor performance of any work and his name will be circulated to all works Department of the State Govt. to debar from any other site, if his name is being proposed by other contractor.

CLAUSE 43

Contractor's Risks All risks of loss of 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.

CLAUSE 44

Insurance

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 Sai Highwore to the Contractor's risks:

(Seal & Signature of Tenderer)

Chief Engineer B.S.E.I.D.C. Ltd, Patna

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Tender: 10+2 Schools in Bihar, (SBD) Group No.: S.S.S.M-44A BSEIDC,Patna

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

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.

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.

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

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

CLAUSE 45

Cash Flow Estimate to be Submitted The Contractor shall, within the time stated in special Conditions of contract after the date of the Letter of Acceptance, provide to the Engineer for his information a detailed cash flow estimate, in quarterly periods, of all payments to which the Contractor will be entitled under the Contract and the Contractor shall subsequently supply revised cash flow estimates at quarterly intervals, if required to do so by the Engineer. in charge

CLAUSE 46

Safety, Security and Protection of the Environment

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

- (a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons,
- (b) Provide and maintain at his own cost all lights, guards, fencing, warning signs and watchmen and where necessary or required by the Engineer or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and
- (c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

CLAUSE 47

Cost of Samples All samples shall be supplied by the Contractor at his own cost if the supply thereof is clearly intended by or provided for in the Contract.

CLAUSE 48

Cost of **Tests**

The cost of making any test shall be borne by the Contractor if such test is

(a) clearly intended by or provided for in the Contract, or

(b) particularised in the Contract (in case only of a test under load or of a test to ascertain Sal Highway swhether the design of any finished or partially finished work is appropriate for the purposes which it was intended to fulfill) in sufficient detail to enable the C

prise or allow for the same in his Tender.

Director

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(Seal & Signature of Tenderer)

BSEIDC, Patna

Tender: 10+2 Schools in Bihar, (SBD) Group No.: S.S.S.M-44A

Quantity of cement & bitumen shall be calculated on the basis of quantity of a) cement & bitumen required different items of work as shown in the Schedule of Rates mentioned in-Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the shall be calculated on the basis of standard formula to be laid down by the same Engineer in Charge.

b)

Theoretical quantity of steel reinforcement of structural steel sections shall be taken as the quantity required as per design or as authorised by Engineer in Charge, including authorised lappages, chairs etc., plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and categoriwise separately.

For any other material as per actual requirements. c)

ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F'. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorised variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer in Charge within fifteen days of the issue of written notice by the Engineer in Charge to this effect shall be recovered at the rates specified in Schedule 'F' without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer in Charge in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in Schedule 'F', shall be final & binding on the contractor

For not scheduled items, the decision of the Superintending Engineer regarding theoretical quantities of materials, which should have been actually used, shall be final and binding on the contractor.

iii) The said action under this clause is without prejudice to the right of the Government to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

CLAUSE 41

Release of Security deposit

On completion of the whole of the work, half of the total amount of security shall be repaid to the contractor after six months of completion. However, the balance half of the total amount of security will be returned after completion of defect liability period and after the Engineer has certified that all defects notified by him to the contractor before the end of this period have been corrected and also after recovery of any dues.

CLUASE 42

Responsibility of Technical Staff and employees

Technical officers / staff deployed by the Contractor at any construction site will also be responsible for inferior quality / poor performance of any work and his name will be circulated to all works Department of the State Govt. to debar from any other site, if his name is being proposed by other contractor.

CLAUSE 43

Contractor's Risks

All risks of loss of 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.

CLAUSE 44

Insurance

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 Sall fight due to the Contractor's risks:

(Seal & Signature of Tenderer)

Chief Engirseer B.S.E.I.D.C. Ltd, Patna

SECTION 4
CONTRACT DATA
(PROFORMA OF SCHEDULES)

Sai Highway & Builders Pvt. Ltd.

Director

(Seal & Signature of Tenderer)

Chief Engineer B.S.E.I.D.C. Ltd, Patna

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PROFORMA OF SCHEDULES

(Operative Schedules to be supplied separately to each intending tenderer)

SCHEDULE 'A'

Schedule of quantities: BOQ attached with Financial bid.

SI. No.	Description of		BILL (OF QUANTITY		Amount
	Item(with brief specification and	Quantity	Unit	Ra	ate	
	reference to book of specification)			In figure	In words	
1	2	3	4	5	6	7
			7.00	i		

SCHEDULE 'B': N.A.

Schedule of materials to be issued to the contractor.: X

Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of Issue
2	3	4	5
	7700000		
	Description of item 2		which the material will be charged to the contractor

SCHEDULE 'C': N.A.

Tools and plants to be hired to the contractor

SI. No.	Description	Hire charge per day	Place of Issue
1	2	6	7

SCHEDULE 'D': N.A.

Extra schedule for specific requirements/ document for the work, if any.

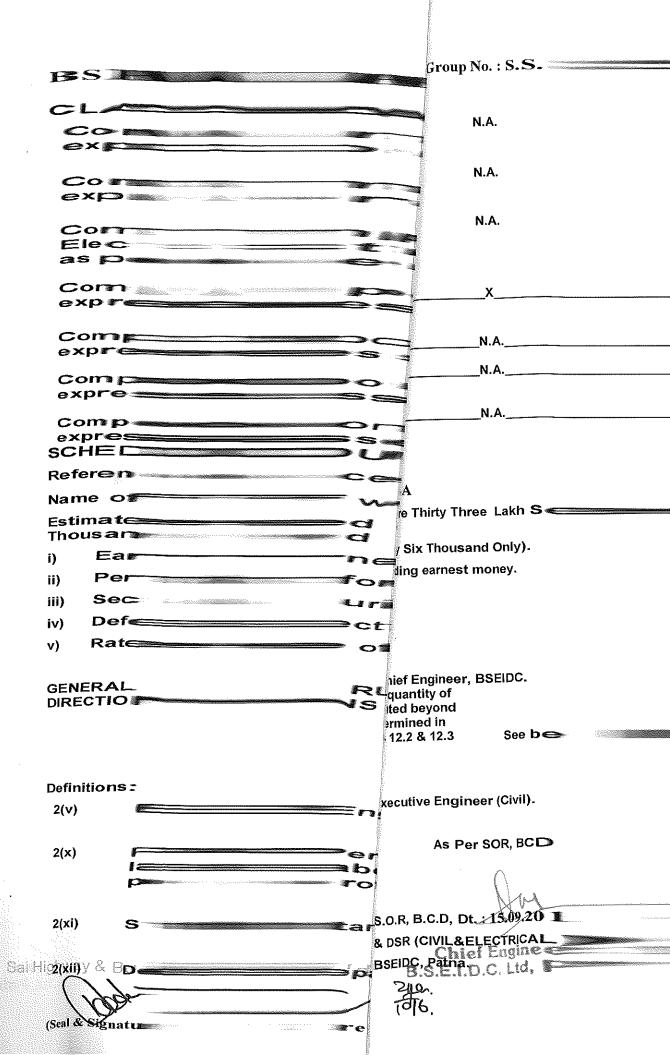
SCHEDULE 'E':

Sai High Schredule of Composent of Cement, Steel, other Materials, Labour etc. for price escalation.

(Seal & Signature of Tenderer)

Chief Engineer B.S.E.I.D.C. Ltd. Patna

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PROFORMA OF SCHEDULES

(Operative Schedules to be supplied separately to each intending tenderer)

SCHEDULE 'A'

Schedule of quantities: BOQ attached with Financial bid.

SI.	Description of		BILL	OF QUANTITY		Amount
No.	Item(with brief specification and	Quantity	Unit	Rate		
	reference to book of specification)			In figure	In words	
1	2	3	4	5	6	7

SCHEDULE 'B': N.A.

Schedule of materials to be issued to the contractor.: X

S. No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of Issue
1	2	3	4	5

SCHEDULE 'C': N.A.

Tools and plants to be hired to the contractor

SI. No.	Description	Hire charge per day	Place of Issue
1	2	6	7

SCHEDULE 'D': N.A.

Extra schedule for specific requirements/ document for the work, if any.

SCHEDULE 'E':

Sai High Schedule of Component of Cement, Steel, other Materials, Labour etc. for price escalation.

(Seal & Signature of Tenderer)

Chief Engineer B.S.E.I.D.C. Ltd, Patna

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BSEIDC,Patna Tender: 10+2 Schools in Bihar, (SBD) Group No.: S.S.S.M-44A **CLAUSE 10 CC** Component of Cement-Pc N.A. expressed as percent of total value of work. Component of Steel-Ps N.A. expressed as percent of total value of work. Component of civil (except cement & steel)/ Pm N.A. **Electrical construction Materials expressed** as percent of total value of work-Component of Bitumen -Pb expressed as percent of total value of work. % Component of Labour-P1 expressed as percent of total value of work. Pf Component of P.O.L. -N.A. expressed as percent of total value of work. Pp Component of Plant & Machinery -N.A expressed as percent of total value of work. SCHEDULE 'F' Reference to General Condition of Contract. Name of work: 10+2 School, Group No.: S.S.S.M-44A Estimated cost of work: Rs. 13307837 (Rupees One Crore Thirty Three Lakh Seven Thousand Eight Hundred Thirty Seven Only.) i) Earnest money: Rs. 2.66 Lac (Rupees Two Lac Sixty Six Thousand Only). ii) Performance Guarantee: 2% of tendered value including earnest money. iii) Security Deposit : 8 % of tendered value.e iv) **Defect Liability period:** Three Years. v) Rate of Interest 14.5 % **GENERAL RULES AND:** Officer inviting tender: Chief Engineer, BSEIDC. **DIRECTIONS** Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3 See below Definitions: 2(v) Engineer-in-Charge Executive Engineer (Civil). 2(x)Percentage on cost of materials and As Per SOR, BCD labour to cover all overheads and profits. 2(xi) Standard Schedule of Rates S.O.R, B.C.D, Dt.: 15.09.2014 & DSR (CIVIL&ELECTRICAL) 2014.

Sar Hig2(xii) y & Boepartment & Employer

(Seal & Signature of Tenderer)

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fo.C. Ltd. Patna

9(ii) Standard PWD Contract Form PWD 2/3 as modified & corrected upto

Clause 1

i) Time allowed for submission of performance Guarantee from the date of issue of letter of acceptance, in days

15 days

ii) Maximum allowable extension beyond the period provided in i) above in days

7 days

Clause 2

Authority for fixing compensation

Chief Engineer, BSEIDC

under clause 2.

Clause 2A

Whether Clause 2A shall be applicable

Yes

Clause 5

Number of days from the date of issue of notice to start.

07 days

Mile stone(s) as per table given below:

Table of Mile Stone(s)

SI. No.	Description of Milestone(Physical)	Time allowed in days (from date of start)	Amount to be with-held in case of non achievement of milestone
1.			
2.	· · · · · · · · · · · · · · · · · · ·		
*			12

AND

SI. No.	Financial Progress	Time allowed (from date of start)	Amount to be with-held in case of non achievement of milestone
1.	1/8 TH (of whole work)	1/4 ^{1H} (of whole work)	In the event of not achieving
2.	3/8 TH (of whole work)	1/2 [™] (of whole work)	the necessary progress as assessed from the running
3.	3/4 TH (of whole work)	3/4 TH (of whole work)	payments, 1% of the tendered value of work will be withheld
4.	Full	Full	for failure of each milestone.

Time allowed for execution of work

15 Months.

Authority to give fair and reasonable extension of time for completion of work. Chief Engineer, BSEIDC, Patna.

Sai Highway & Builders Pvt. Ltd.

Clause 7

(Seal & Signature of Tenderer)

Chief Engineer

B.S.E.I.D.C. Ltd. Patna

9(ii) Standard PWD Contract Form

PWD 2/3 as modified & corrected upto

Clause 1

 Time allowed for submission of performance Guarantee from the date of issue of letter of acceptance, in days 15 days

ii) Maximum allowable extension beyond the period provided in i) above in days

7 days

Clause 2

Authority for fixing compensation

Chief Engineer, BSEIDC

under clause 2.

Clause 2A

Whether Clause 2A shall be applicable

Yes

Clause 5

Number of days from the date of issue of notice to start.

07 days

Mile stone(s) as per table given below:

Table of Mile Stone(s)

SI. No.	Description of Milestone(Physical)	Time allowed in days (from date of start)	Amount to be with-held in case of non achievement of milestone
1.			
2.			
-			

AND

SI. No.	Financial Progress	Time allowed (from date of start)	Amount to be with-held in case of non achievement of milestone
1.	1/8 TH (of whole work)	1/4 TH (of whole work)	In the event of not achieving
2.	3/8 TH (of whole work)	1/2 TH (of whole work)	the necessary progress as assessed from the running
3.	3/4 TH (of whole work)	3/4 TH (of whole work)	payments, 1% of the tendered value of work will be withheld
4.	Full	Full	for failure of each milestone.

Time allowed for execution of work

15 Months.

Authority to give fair and reasonable extension of time for completion of work.

Chief Engineer, BSEIDC, Patna.

Sai Highway & Builders Pvt. Ltd.

(Seal & Signature of Tenderer)

Chief Engineer B.S.E.I.D.C. Ltd, Patna

3/2

Gross work to be done together with net payment/ adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment

1% of Agreement Value.

Clause 10CC

Cluase 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column

months

Clause 11

Specifications to be followed for execution of work

Yes____

Clause 12

Deviation, variation Extent and pricing.

As per P.W.D. Code clause 182A, 292XII, 293XVII & 294XVI

Clause 16

Competent Authority for deciding reduced rates.

- **Chief Engineer**
- The following document also form part of the contract.
- SBD, NIT & B.O.Q.
- The law, which applies to the contract, is
- The Law of Union of India.
- The court of jurisdiction
- Patna.
- The Language of contract document
- English
- The limit of sub-contracting
- The Currency of the Contract is

Indian Rupees

Sai Highway & Builders PMt. Ltd.

Director

(Seal & Signature of Tenderer)

Chief Engineer B.S.E.I.D.C. Ltd, Patna

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SECTION 6
TECHNICAL SPECIFICATION
(Along with Basic drawings)

Sai Highway & Builders Pvt. Ltd.

(Seal & Signature of Tenderer)

Chief Engineer B.S.E.I.D.C. Ltd, Patna

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SECTION 7 BILL OF QUANTITY (Attached with Financial bid)

Sai Highway & Builders Pvt. Ltd.

(Seal & Signature of Tenderer)

Chief Engineer B.S.E.I.D.C. Ltd, Patna

BILL OF QUANTITIES

Preamble

- The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Technical Specifications and Drawings.
- 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.
- The rates and prices shall be quoted entirely in Indian Currency.
- A rate 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.
- 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 issued by the department / Corporation time to time.

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

Chief Engineer

Sai Highway & Builders Pvt. Ltd.

B.S.E.I.D.C. Ltd, Patna

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BILL OF QUANTITIES

SI.	Description of Item (with brief	Quantity	Unit		Rate	Amount
No.	specification and reference to book of specification)			In Figure	In Words	
	(ATTACHED with Financial bid)					
			The state of the s			
				· ·		
77.				THE STATE OF THE S		
		an and an				
					, and the second	,

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
- 2. Unit rates and prices shall be quoted by the bidder in Indian rupee

Sai Higs: way . Where there is a triscrepancy between the rate in figures and words, the rates in words will govern.

Director (Seal & Signature of Tenderer)

Chief Engineer S.S.E.I.D.C. Ltd. Patna

B.S.E.I.D.C. Ltd, Patna Puo

BILL OF QUANTITIES

SI.	Description of Item (with brief	Quantity	Unit	R	ate	Amount
No.	specification and reference to book of specification)			In Figure	In Words	
	(ATTACHED with Financial bid)					
				,		
			, -			

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
- 2. Unit rates and prices shall be quoted by the bidder in Indian rupee

Sai Hig3: way . Where there vs. a discrepancy between the rate in figures and words, the rates in words will govern.

(Seal & Signature of Tenderer)

B.S.E.I.D.C. Ltd. Patna

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Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern

SECTION 8
SECURITIES AND OTHER FORMS
(to be filled by Bidder/Employer)

Sai Highway & Builders Pvt. Ltd.

Director

(Seal & Signature of Tenderer)

Chief Engineer B.S.E.I.D.C. Ltd, Patna

710. 1016.

BID SECURITY (BANK GUARANTEE UNCONDITIONAL)

WHEREAS,	[name of Bidder] (hereinafter called bid dated[date] for the[name of Contract hereinafter called
our registered	ts that We [name of country] having office at(hereinafter called "the Bank")[name of Employer] (hereinafter called "the
Employer") in the sum of	*for which payment well and y the Bank itself, his successors and assigns by
SEALED with the Common Seal of	f the said Bank this day of
THE CONDITIONS of this obligation are :	
specified in the Form of Bid;	ithdraws his bid during the period of Bid validity
	OR
(2) If the Bidder having been notified during the period of Bid validity:	d to the acceptance of his bid by the Employer
(a) fails or refuses to execute Instructions to Bidders, if r	e the Form of Agreement in accordance with the required; or
(b) fails or refuses to furnish t Instruction to Bidders; or	he Performance Security, in accordance with the
(c) does not accept the correct	tion of the Bid Price pursuant to Clause 27.
that in his demand, without the Employ	er having to substantiate his demand, provided that the amount claimed by him as due to him f the three conditions, (specifying the occurred
(Seal & Signature of Tenderer)	Chief Engineer P.S.E.I.D.C. Ltd, Patna

[Signature, name and address]

WITNESS _____

* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.

SEAL

45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

Sai Highway & Builders Pvt. Ltd.

Director

(Seal & Signature of Tenderer)

Chief Engineer B.S.E.I.D.C. Ltd, Patna

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PERFORMANCE BANK GUARANTEE

_		[name of Employer][address of Employer]
_		
	VHEREAS	[name and address
		ctor") has undertaken, in pursuance of Con
		to execute Works] (hereinafter called "the Contract").
Contracto	or shall furnish you with a Banl therein as security for complia	pulated by you in the said Contract thak Guarantee by a recognized bank for the ince with his obligation in accordance with
A	ND WHEREAS we have agreed to	give the Contractor such a Bank Guarantee
	behalf of the Contractor,	rm that we are the Guarantor and responsib up. to a total of
Contract and wit	such sum being payable in the ty Price is payable, and we undert hout cavil or argument, a [amo	rantee]* /pes and proportions of currencies in which /pes and proportions of currencies in which ake to pay you, upon your first written den ny sum or sums within the limits ount of guarantee] as aforesaid without reasons for your demand for the sum spec
w	le hereby waive the necessity or before presenting us with the d	of your demanding the said debt from emand.
the Contr document us from a	ract or of the Works to be per ts which may be made between y	r addition to or other modification of the tern formed there under or of any of the Con your and the Contractor shall in any way rele and we hereby waive notice of any such cha
Th Liability P		l 28 days from the date of expiry of the Do
	Signature and Seal of the g	uarantor
	Name of Bank	
	Address	
	Date	

(Seal & Signature of Tenderer)

Chief Engineer B.S.E.I.D.C. Ltd, Patna

UNCONDITIONAL BANK GUARANTEE FOR ADVANCE PAYMENT

То	[name of Employer]							
	[address of Employer]							
	[name of Contractor]							
Gentlemen :	s a twent out played 51.1							
shall deposi	cordance with the provisions of the Conditions of Contract, sub-clause 51.1 Ayment") of the above-mentioned Contract, [name and address of Contractor] (hereinafter called "the Contractor") [name of Employer] a bank guarantee his proper and faithful performance under the said Clause of the an amount of [amount of Guarantee]* [in words].							
We, instructed b	the[bank of financial institution], as y the Contractor, agree unconditionally and irrevocably to guarantee as bbligator and not as Surety merely, the payment to[name of Employer] on his first to be the cover right of obligation on our part and without his first claim to							
	tor, in the amount not exceeding[in words].							
the Contract which may Contractor, hereby waiv	urther agree that no change or addition to or other modification of the terms of tor or Works to be performed there under or any of the Contract documents be made between [name of Employer] and the shall in any way release us from any liability under this guarantee, and we e notice of any such change, addition or modification. guarantee shall remain valid and in full effect from the date of the advance [name of]])							
Employer] r	eceives full repayment of the same amount from the Contractor.							
	Yours truly,							
	Signature and Seal :							
	Name of Bank /Financial Institution							
	Address :							
	Date:							
* An am	amount shall be inserted by the Bank or Financial Institution representing the ount of the Advance Payment, and denominated in Indian Rupees. Builder B.S.E.I.D.C. Ltd, Patna							
18	Director 104							
(Seal & Sigi	nature of Tenderer)							

Contractor solely in the Execution of the said works in accordance with the directions of the Engineer.

- That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same required by the Engineer.
- (5) That the said materials shall not be any account be removed from the site of the said works except with the written permission of the Engineer or an Officer authorized by him on that behalf.
- (6) That the advances shall be repayable in full when or before the Contractor receives payment from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the Employer will be at liberty to made recovery from the Contractor's bill for such payment by deducting there from the value of the said materials that actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing of the Employer shall immediately on the happening of such default be repayable by the Contractor to be the Employer together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Employer to reply and pay the same respectively to him accordingly.

(8)	That the Contractor hereby charges all the said materials with the repayment to the
	Employer of the said sum of Rupees and any further sum of sums advanced as aforesaid and all costs,
end ex	charges, damages and expenses payable under these presents PROVIDED
	At WAVE and it is hereby agreed and declared that notwithstanding anything in the
eran graan	and agreement and without prejudice to the power contained therein it and
	whenever the covenant for payment and repayment here in before contained share
	become enforceable and the money owing shall not be paid in accordance there
	with the Employer may at by time thereafter adopt all or any of the lollowing
Ulaha	courses as he may deem best: Chief Engineer A V & Builders PVI. Lid. Courses as he may deem best: Chief Engineer
	B.S.E.I.D.C. Ltd, Patria

(Seal & Signature of Tenderer)

- (a) Seize and utilise the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due to the contractor with the value of work done as if he has carried it out in accordance with the said agreement and at the rests thereby provided. If the balance is against the contractor, he is to pay same to the Employer on demand.
- (b) Remove and sell by public auction the seized materials or any part there of and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except in the event of such default on the part of the contractor as aforesaid interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these present and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been here-in-before expressly provided for the same shall be referred to the Employer whose decision shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.

Sai Highway & Builders Pvt. Ltd.

(Seal & Signature of Tenderer)

Chief Engineer B.S.E.I.D.C. Ltd, Patna

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Letter of Acceptance

(Letterhead paper of the Employer)

	(Date)
	(Name and address of the Contractor)
Dear Sirs,	•
This is to notify you that your Bid dated _	mame of the continue
identification number, as given in the Instructions Rupees in words and figures), as corrected and modified Bidders ¹ is hereby accepted by our agency.	
We accept/ do not accept that	nt to Rs within 21 days of
	Yours faithfully,
	Authorized Signature Name and title of Signatory Name of Agency
Delete "corrected and" or "and modified" if only corrected and modified in accordance with the modifications have not been affected. Ho be used only if the contractor disagrees in his the Employer in the "Instructions to Bidders". Director (Seal & Signature of Tenderer)	one of these actions applies. Delete as nstructions to Bidders, if corrections or is Bid with the Adjudicator preposed by B.S.E.I.D.C. Ltd, Patna

Issue of Notice to proceed with the work (Letterhead of the Employer)

	·		(Date)
То			
	(Name and address of the Co	⊃ntra	ictor)
Dear Sirs	; ,		
and sign	ursuant to your furnishing the requisite security as stipulated in ITB Cling of the Contract for the construction of	ause	34.1
and sign	ing of the Contract for the construction ofat	-	34.1 Bid
and sign	ing of the Contract for the construction of	-	
and sign Price of R	ing of the Contract for the construction ofat	а	Bid
and sign Price of R	at sat are hereby instructed to proceed with the execution of the said	а	Bid

Sai Highway & Builders Pvt. Ltd.

(Seal & Signature of Tenderer)

Chief Éngineer B.S.E.I.D.C. Ltd, Patna 109

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Agreement Form

-	Thic '	agreement, made the _		day of	between
		(namé	and address of	i Employer) (ne	telligiter caned the
name a	nd ad	dress of contractor) here	inafter called "the	e Contractor" of	the other part.
1	Where	as the Employer is desir	ous that the Cont	tractor execute	
	ar baa	lentification number of accepted the Bid by the ne remedying of any d	Contractor for th	e execution and	i combienou or sucu
NOW TH	IIS AC	REEMENT WITNESSET	l as follows :		
nocti	volv s	Agreement, words and ssigned to them in the c ed to form and be read a	onditions of conf	tract hereinattei	referred to and they
hereinat complet	fter m	sideration of the payme entioned, the Contractor Works and remedy any the contract.	hereby covenant	ts with the Emp	lloyer to execute and
xecution	on and	mployer hereby covena d completion of the Wol other sum as may beco in the manner prescribe	ks and the reme ome payable und	edying the defe ler the provision	CES Mileterii Contract
		llowing documents sha preement viz.	I be deemed to f	orm and be rea	dy and construed as
((i)	Letter of Acceptance			i de la companya de La companya de la co
((ii)	Notice to proceed with	the works;		
((iii)	Contractor's Bid			
((iv)	Condition of Contract :	General and Spe	ecial	
	(v)	Contract Data			
	(vi)	Additional condition			
	(vii)	Drawings			8971B
((vili)	Bill of Quantities and		Chie	Endineer.
onwayi	ikBui ८८ ८	other documents	listed in the Co	ontragt Baka 198 24a.	.C. Ltd, Patna
(Seal & E) ngnatu	Director are of Tenderer)		toje.	110

Binding Signature of Contractor _____

Sai Highway & Builders Pvt., Ltd.

(Seal & Signature of Tenderer)

Director

Chief Engineer B.S.E.I.D.C. Ltd, Paina

	undersign		agree	to abide by	this bid fo	or a pe	rioa	days for the
date fi time b	ixed for rece efore the ex	eiving t piratio	he same n of that	and it shall period.	be binding	g on u	s and ma	ay be accepted at any
			•					
					(Signed I	ov an A	\uthoris	ed Officer of the Firm)
					(Signed)	y an r	tatilono	• • • • • • • • • • • • • • • • • • •
								Title of Officer
								A A
								Name of Firm
								DATE

Sai Highway & Builders Pyt. Ltd.

Director

(Seal & Signature of Tenderer)

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Chief Engineer B.S.E.I.D.C. Ltd, Patna

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SECTION 9
DRAWINGS
(To be Attached)

Sai Highway & Builders Pvt. Ltd.

(Seal & Signature of Tenderer)

Chief Engineer
3.S.E.I.D.C. Ltd, Patna

19/6

Tender: 10+2 Schools in Bihar, (SBD) Group No.: S.S.S.MI-44A BSEIDC,Patna

SECTION 10 DOCUMENTS TO BE FURNISHED BY BIDDER) (Attached)

Director

(Seal & Signature of Tenderer)

Chief Engineer B.S.E.I.D.C. Ltd, Patna 114