Name of Work - Supplying & Installation of School XLV - Form No. 61 Furniture and Miscellaneous Hern at SCERT, Mahendru, Parna. (1)

Agency - Asha Homes Infra Prt - Ud.

BIHAR PUBLIC WORKS DEPARTMENTED AGREEMENT No. [Form No. F-2] - 2
ITEM RATE TENDER AND CO VT CERT. tten 1. All works proposed for execution by contract will be notified in a form of invitation to tender rder to assed on a board hung up in the office of and signed by the Sub-divisional Officer/Executive Engineer. iments This notice will state the work to be carried out the items and approximate quantities thereof as s are as the date for submitting and opening tenders also, amount of earnest money to be deposited and the amount of the security deposit to be deposited by the successful tenderex and the percentage if any to be seducted from bills, copies of the specifications, designs and any other documents required in connection with submission of tender signed for the purpose of identification by the Sub-divisional Officer/Executive Engineer shall also be open for inspection by the contractor at the office of the Sub-divisional Officer/Executive 'e and 2. In the events the tender being submitted by a firm, it must be signed separately by each member there of or in the event of the absence of any partner, it must be signed on his behalf by a person holding 3. Receipt for payments made on account of work when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipt must be some in the name of the firm by one of the partners, or by some other person having of work tendered or and the memorandum of materials to be supplied by The Plant and their issue rates shall be filled in and completed in the Office of the Sub-Engineer before the tender form is issued. If a form is issued to a intending tender so filed in and completed, he shall request the office to have this done before he complete fore the E The amount of earnest money to be deposited will be : -The amount of the estimate does not exceed Rs. 2,000 The amount of the estimate exceeds Rs. 2,000 but does not exceed Rs. 5,000 ONE if the amount of the estimate exceeds Rs. 5,000 but does not exceed Rs. 10,000 For each additional Rs. 5,000 or portion of Rs. 5,000 additional earnest money E Any Person who submits a tender shall fill up the usual printed form stating there at what rate he is willing to undertake each item of the work incomplete tender and tenders which propose any alteration arthe score specified in the said form of invitation tenders, or which contain any other conditions of any sort, or come to note the time within which the work can be finished, or which are not accompanied by the treasury challan for the required earnest money will be liable to rejection. No single tender shall include more than one work, but contractors who will to tender for two or more works shall submit a separate tender for each Tender shall bear the name of the work to which they refer written outside the envelop. Cash deposits for earnests money here in before mentioned shall be made in Government Treasuries and the challan there of should be Chief Engineer Acur Asha Homes Infra Pvi. Ltd. 2 5/0 5/1 [CHRECTOR] B.S.E.I.D.C. Ltd, Patna

- 7. The Engineer or his duly authorised assistant will open the tender in the presence of a intending contractors who may be present at the time and will enter the amounts of the several tenders comparative statements in a suitable form. In the event of a tender being rejected the challan for the earn the earnest money.
  - 8. The Engineer shall have the right of rejecting all or any of the tenders.
- 9. In the event of a tender being selected for acceptance the Engineer who opened the tender will, if he is competent to accept the tender, inform the tenderer or the selected tender who shall thereup and for his acceptance with the tender. The tender of the selected tender shall also deposit the require of the security money within the prescribed time. If the tenderer fails to deposit the required amount of the security money within the prescribed time, the Engineer may reject the tender.

If the Engineer is not competent to accept the tender himself, he will inform the tenderer of tender which he decides to recommend for acceptance. Such tenderer shall thereupon sign forth- with copof the specification and other documents mentioned in rules 1 and 4 and shall deposit the required and by the tenderer will then be forwarded for acceptance and the security money deposited shall be refund to the tenderer.

- 10. When a tender is selected for acceptance the tender shall deposit the required amount of security money in cash in the treasury and shall forward the challan to the Executive Engineer, Governmenters are unity money. No tender shall be finally accepted until the required amount of the security money has be
- 11. The amount of security money to be deposited by the tenderer whose tender is selected acceptance shall be 10% of the estimated value of the work & towards this amount the earnest money alreadeposited by him shall be credite. At least half of this security inclusive of the earnest money shall deposited by the tenderer within such time as may be notified to him in writing by the officer opening tendered which the tender shall be liable to rejection

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

12. When a tender has been selected for acceptance & the required amount of the security more has been deposited the Engineer shall scrutinise all pages of the form of item, rate tender & contract for we shall then if he is competent, to accept the tender, sign the acceptance of the tender, or, if he is not competent shall send the form for signature of the acceptance of the officer competent to accept it.

25/05/16 [DIRECTOR]

B.S.E.J.D.C. Ltd, Patr

#### TENDER FOR WORKS

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

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			MEMORANDUM
If several sub-work are uded they should be	[A]	Name of work	•••••
med in a separate list.			

Estimated cost ..... Earnest money .....

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percentage deduc- [d] m bills will be credited contractors security

[f]

s deposit will be 5% of

imated cost of the

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

e and

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Precentage to be deducted from bills Rs. 5% (Rupees five percent) [e]

Time required for the work from date of written order to commence

Date of written other to commence [g]

..... monthly

Total number of item of work tendered for [h]

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Asha Homes Infra Pvt. Ltd.

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€1./XLV-F. No. 61.

should this tender be accepted I/we hereby agree to abide by and fulful all the terms and provisions of the said conditions of contract annexed hereto so for as applicable, or in ssors in office the sums of money mentioned in the said conditions.

Dated the

Dated the

day of

\*Signature of contractor before comission of tender

witness Address Occupation

Signature of witness to contractor's signature

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

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signature of the officer accepting the tender

Acceptances communicated on.....

signature of the party taking the tender

#### CONDITIONS OF CONTRACT.

Compensation

Clause 1:- All compensation or other sums of payable by the contractor Government under the terms of his contract may be deducted from, paid by the sale of a sufficient part of his security deposit or from the Interest arising therefore or from any suns which may be due or may become due to the contractor by Government on any account whatsoever and in the event of his security deposit being reduced by reason of any sule, deduction or sale as aforesaid, the contractor shall within ten days there after make good in cash or Government securities endorsed as aforesaid any sum or sums which may have be deducted from, or arised by, sale of his security deposit of any part thereof

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

Clause 2 :- The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the wirtt order to comence work is given to the contractor. The work shall throughout the stipulated period of the contract be carried on with all due diligence (time being deemed to be to essence of the contract on the part of the contract or ) and the contractor shall pay as compensation an amount equal to 1/2 percent on the amount of the estimated cost of the who work as shown by the tender for every day that the work remains uncommenced or unfinished after the proper date. And further to ensure good progress during the execution of the wo the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete one fourth of the whole of the work before one - fourth of the who time allowed under the contract has elapsed one-half of the work before one-half of such time elapsed and three-fourths of the work, before three fourths of such time has elapsed in to event of the contractor failing to employ with this condition, I shall be liable to pay as compensation an amount equal to ½ percent on the said estimated cost of the whole woll for every day that the due quantity of work remains incomplete provided always that the entire amount of compensation to be paid under the provisions the clause shall not exceed percent of the estimated cost of the work as shown in the tender.

Action when persnle security deposit foreited

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

To rescind the contract (of which rescind notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence) and in which case the secutivy deposit of the contractor shall start forfeited, and be absoluted the disposal Government.

Asha Homes infra Pvt, Ltd.

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

Chief Engineer

(b) To employ labour paid by the Public Works Department and to supply materials to XLV-F. No. 61 out the work, or any part of the work, debitting the construction with the cost of the labour the price of the materials (of the amount of which cost and price certificate of the Engineerharge shall be final and conclusive against the contractor), and crediting him with the value e work done, in all respects in the same manner and at the same rates as if it had been carried by the contractor under the terms of his contract, the certificate of the Executive Engineer as ne value of the work done shall be final and conclusive against the contractor.

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

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

Clause 4 :- In any case in which any of the powers, conferred upon the Executive liable to pay compensa-Engineer by clause 3 thereof shall have become exercisable and the same shall not be exercised tion if action not take the non-exercise there of shall not contitury waiver of the conditions here and such power shall under cause 2. act with standing be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected in the event of the Executive Engineer putting in force the powers vested him under the preceeding clause he may, if so desires, take possession of all or any tools, Powertotake posession blants, materials and store, in or upon the works of the site thereof or belonging to the contractor of or require removal of r procured by him and intended to be for the execution of the work or any part there of paying er alle wing for the same in the contract at the account rates, or in case of these not being applicable at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final, otherwise the Executive Engineer may notice in writing to the contractor or is clerk of the work, foreman or other authorised agent require him to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice) and in the event o the contractor failing to comply with any such requisition the Executive Engineer may remove Them at the contractor expense or sell them by auction or private sale on account of the contractor and at his risk in all respect, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale be final and conclusive against the contractor.

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

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

Final certificate

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

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

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

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

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

Store's supplied Government

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

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Chief Engineer 3.3.E.I.D.C. Ltd. Patna Chief Engineer
B.S.E.I.D.C. Ltd, Patna

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

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

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

Provided always that the contractor shall not be entitled to any payment for any additional work done unless he has received an order in writing from the Engineer-in-charge for the additional work the contractor shall be bound to submit his claim for any additional work done Rate for work no in during any month on or before the 15th days other following month accompanied by a copy of the order in witting of the Engineer-in-charge for the additional work and that contractor or shall not be entitled to any payment in respect of such additional work if be other submit his claim within date afore said period.

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

Asha Homes infra Pvt. Ltd. Chief Engineer B.S.E.I.D.C. Ltd, Patna

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Work to be executed

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Compensation for alteration in or restriction (

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

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

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

Action and compensation payable in case of

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

Work to be taken to inspection

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

Contractor or responsible Agents to be present

Clause 15 :- The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement of any work in order that the same may be measured and correct dimensions there of be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement of any work without the consent in writing of the Engineer-in-charge or his subordinate in-charge of the work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expenses of in default there on payment or allowance shall made for such work on materials with which the same was effected.

Clause 16:- If the contractor or his work-people, or servants shall break, deface injuri before work covered up. or destroy any part of a building in which they may be working or any building, road, road curves fence enclosure waterpipes, cables, drains, electric or telephone posts or wires, trees, grass of grassland or cultivated ground contiguous on which the work or any part of it is being execute or if any damage shall happen to the work, while in progress from any cause whatsoever/or an imperfection become apparent in if within three months (six months in the case of a road-wor . after a certificate final or other of its completion shall have been given by the Engineer in-charge

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safore seal, the contractor shall make the same good at his own expense, or in default, the ineer-in-charge may cause the same to be made be good by other worksmen and deduct the demage done and for pense of which time thereafter may become due to the contractor, or from his security deposit, imperfection a months proceed of sale there of, or of a sufficient portion there of the security deposit at the and after certificate milfactor shall not be refunded before the expiry of three months (six months in the case of a roadafter the issue of the certificate final or otherwise of completion of work provided that in the se of a road work if in the opinion of the Engineer-in-charge behalf of the security deposit will fundable after three months of the issue of the said certificate of completion

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

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

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

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

Clause 19:- The Contractor shall not be assigned or subject without the written approval and security deposit forthe Executive Engineer. And if the contractor shall assign or subject his contract, or attempt so feited for subletting bribes no, or become insolvent proceedings to make any composition with his creditors or attempt so or if contractor become o, or if any bribe, gratuity, gift loan, requisite, reward or advantage pecunairy of otherwise, shall mer directly or indirectly be given promissed, or offered by the contractor, or any of his servant gents to any public officer or person in the employ of Government in any way relating to his icer or employment or if any such officer or person shall become in any way directly or indirectly rested in the contract the Executive Engineer may there upon by notice in writing rescind the ntract. The security deposit of the contractor shall there upon stand forfeited and be absolutely edisposal of Government and the same consequence shall ensure as if the contract had been cinded under clause 3 here of, in addition the contractor shall not be entitled to recover or be to any work therefore actually performed the under the contract.

Work not to be subject

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

SCERT,

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pensation without reference to actual loss

Clause 20: - All sums payable by way of compensation under any of these conditions shall compensation to be considered as reasonable compensation to be applied to the use of the Government without sidered reasnable comreference to the actual loss or damages sustained and there of not any damage shall have been sustained.

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

Charges in constitution of firm

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

Clause 22 :- All work to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the superintending Engineer of the circle tion of Suprintending En- for the time being 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 23 :- In case any dispute or difference shall arise between the parties or either of there upon any question relating to the meaning of the specifications, designs, drawings and instructions here before mentioned or as to the quality of workmanship or materials used on the work or as to the construction of any of the conditions or any clause or thing there in contained or as to any question, claim, rights of the parties, or any matter, or things whatsoever in any way arising out of or relating to the contract designs, drawings specifications, estimates, instruction order of these conditions or otherwise concerning the work or the execution, or failure to execut the same whether arising during the progress of the work of alter the completion or abondment thereof or as the breach of those contract then either party shall forthwith give to the order notic of such dispute or difference and such dispute or difference shall be referred to the Superintending Engineer of the circle and his decision there on shall be final, conclusive and binding on a the parties.

Lum sum in estimate

(a) Clause 24 :- When the estimate on which a tender is made includes lump sum in respect of the contract shall be entitled to payment in respect of the items or work involved of the work in question the same rates as are payable under this contract such terms, for 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 direction pay the lump sum amounts 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 payable to him under the provision of this clause.

Action where specificaiton.

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

Definition of works

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

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

Contractor.

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

(15)

chedule showing (Approximately ) materials to be supplied, it available the rates of which they are to PMENT be charged for and the places at which they are to be supplied

Particulars	Rates at which the material will be charged to the contractor			Place of delivery	at SCERT,	
	Unit	Rs.	Ρ.	\$25 3 454 State   100 State		
e resed (lesso necessitation es		mane the same to t		en Works  I sing of the bear specified to be  od of water admit them its out	itten order to	
		to the entexes	Call	tario alternia a mai vera such		
		lagof Work	1 . 3	endine ophydog & Installation Mohendro, Parole.	niture and	
		items at SC				
		e mateu (Calde ) vameni (Calde )		tame Cunted By Tenderto		
		ut al security des		ach they exessly money the b	ted before the	
		Sentage to be	r	R 1,16,000/- (Details attache to trons fall Rs. 52/- (Rupers 1		
		beexquired (1)		were born one of weather creter		
		Pari of whiten o		e saturdayers in the wall since		
	1. A.					

Note - The person or firm submitting the tender should see that the rates in the above schedules filied up by the Engineer-in-charge on the issue of the form prior to the submission of the tender.

gnature of Contractor)

Asha Homes Infra Pvt. Ltd. [DIRECTOR]

25/05/16

(Signature of Executive Engineer) B.S.E.I.D.C. Ltd, Patna

Patna houd hay

# BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION, LIMITED SIKSHA BHAWAN, SAIDPUR, PATNA

Name of Work: Supplying & Installation of furniture and Misc. Items at SCERT, Mahendru, Patna.

#### **TENDER FOR WORKS**

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

#### **MEMORANDUM**

- (a) If several sub-work are incuded they should be detained in the separate list
- (A) Name of Work: Supplying & Installation of furniture and Misc. Items at SCERT, Mahendru, Patna.
- (B) Estimated Cost :- Item Rates Quoted By Tenderer Agreement value :- Rs. 20,70,000=00
- (b) This deposit will be 5% of the estimated cost of the work.
- (C) Earnest Money:-
- (c)This percentage deduction from bills will be credited to the contractors security deposits
- (D) Initial security deposits (including earnest money) to be deposited before the Commencement of the work-

Earnest Money :- Rs. 1,10,000/- (Details attached)

- (E) Percentage to be deducted from bill **Rs. 5%** (**Rupees five percent**)
- (F) Time required for the work from date of written order to commence **ONE MONTH**
- (G) Date of written order to commence:-
- (H) Total number of item of work tendered for :- 21 Nos.

Asha Horries Intra Pyt. Ltd.

25/05/16 [DIRECTOR]

Chief Engineer

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

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# BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION, LIMITED

SIKSHA BHAWAN, SAIDPUR, PATNA

Name of Work: Supplying & Installation of furniture and Misc. Items at SCERT, Mahendru, Patna.

		HOMES INED A DVT I TD			
	Name of the Contractor/ Bidde	ASHA HOMES INFRA PVT LTD			
Ad	dress, E-mail and Mobile No. of Contr	actor/ l	Bidder	ROA	ARE,KHAJPURA,BAILEY AD,PATNA-14,MOB- ,ASHAHOMESPATNA@GM AIL.COM
SL	ITEM	UNIT	QUANT ITY	RATE IN (Digit)	RATE IN (words)
1	Supplying ,fixing and Installing of 55" LED TV of 1080p reputed make like samsung / Sony or equivalent all completed job ,as per approved specification and direction of E/I	Each	1	135000.00	ONE LAC THIRTY FIVE THOUSAND
2	Supplying ,fixing and Installing of .  Dell Optiplex 3020 MT ,Intel Core i3- 3220, 3.3 GHz, 3 MB Cache or higher, RAM 4 GB 1333 MHz upgradable upto 16 GB, 500 GB 7200 rpm or higher 47 cm (18.5 inch)or larger TFT/LED Digital Colour Monitor TCO-05 certified. "6 USB Ports (with at least 2 in front), 1 Serial audio port for microphone and headphone in front." DVD ROM Drive. Windows Professional OS, Antivirus (Norton of McAfee or eTrust or e-Scan or For front or Trend Micro or PC Tool or Quick heal) , all completed job ,as per approved specification and direction of E/I	Each n 8 or ee	11	52000.00	FIFTYTWO THOUSAND
3	Supplying ,fixing and Installing of H laser jet Pro M1136 multifunction printer all completed job ,as p approved specification and direction E/I	er Eac	h 6	14000.00	FOURTEEN THOUSAND

Asha Homes Infra Byt. Ltd.
25/05/1 (EDIRECTOR)

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

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4	Supplying ,fixing and Installing of D link DIR -600L wireless N150 D link cloud Router ,as per approved specification and direction of E/I	Each	2	10000.00	TEN THOUSAND
5	Supplying ,fixing and Installing of Panasonic Kx Tg 3811 Sxb cordless landline Phone ,as per approved specification and direction of E/I	Each	1	10000.00	TEN THOUSAND
6	Suppling fitting and fixing of godej Encarta confrence table of 1 person (computer table)of approved specification and direction of E/I	Each	11	9000.00	NINE THOUSAND
7	Suppling fitting and fixing of godej chair of PCH-7032 of approved specification and direction of E/I	Each	11	9000.00	NINE THOUSAND
8	Suppling fitting and fixing of Bosch GBL 800 E air Blower of approved specification and direction of E/I	Each	3	30000.00	THIRTY THOUSAND
9	Supplying and Installing of Air conditioner with Split AC 1.5 tonnes with stabilizers (130-280V) complete with all wiring / switches etc. of reputed make like Hitachi, voltas,LG or equivalent of 5 star rating all complete job ,as per approved specification and direction of E/I	Each	2	52000.00	FIFTY TWO THOUSAND
10	Supplying and Installing of whirlpool Pro 425 Elite 410 litres Double door refrigerator all complete with all wiring / switches etc. of reputed make like voltas, LG or equivalent of 5 starating all complete job, as per approved specification and direction of E/I	r l e Each r	1	47000.00	FORTY SEVEN THOUSAND
11	Supplying and Installing of usha Heli: 3 blade ( 400mm ) wall fan al complete with all wiring / switches etc	or Each	10	3500.00	THREE THOUSAND FIVE HUNDRED

Asha Homes Infra Pvt. Ltd.

25/05/16 [DIRECTOR]

Chief Engineer

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

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	Supplying of fixing water purifier UV model, capicity not less than 60 litre				
12	per hour as per approved model taxes and royality all inclusive as per	Each	1	45000.00	FOURTY FIVE THOUSAND
	company specification and direction of E/I				
1	Supplying fixing and installing water cooler of voltas /equivalent make				
13	heavy duty with required capacity of stabliser (As per manufacturer	Each	1	40000.00	FORTY THOUSAND
	recommendation), all completed job ,as per approved specification and direction of E/I				
14	Suppling fitting and fixing of Godrej or Equivalent make Table of model Wt-711 of approved specification and direction of E/I	Fach	3	28000.00	TWENTY EIGHT THOUSAND
15	Providing fitting and fixing of Luminous UNO 600VA UPS of approved brand, all complete Job As per direction of E/I.		11	4000.00	FOUR THOUSAND
	Supplying ,fitting & Fixing of Godrej or Equivalent make Perch 3 Str		2	15000.00	FIFTEEN THOUSAND
16	Lounge Chair all completed job, as per approved specification and direction of E/I	Each	2	15000.00	THIEERINGSAND

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25/05/16 [DIRECTOR]

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Chief Engineer

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

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	Suppling fitting and fixing of Godrej or Equivalent make Kareena High Back Chair, PCH-9P01TC Specification-Seat & back made up of 1.2 cm thick hot pressed plywood upholstered with fabric & moulded polyurethane foam having density of 45 +/-2 kg/m3 & hardness 20 +/-2 with the back size 48 cm W x 74 cm H & seat size 50 cm W x 49.5cm H having fixed type armrest with top made of moulded polyurethane & mounted on fixed MS tubular arm rest support chrome plated, static vertical arm supported adjustment of +/- 1.5 cm. Front pivot synchro mechanism having 360 degree revolving type, single point control, front pivot with tilt fit resting on ground, tilt tension adjustment, 4 position locking with anti shock feature & the seat back tilting ratio 1: 2 (11 degree seat tilt, 22 degree back tilt) with back rest pneumatic height adjustment of 10 cm & the legs is fabricated from CR steel, Chrome plated with black polypropylene hub	Each	15	14000.00	FOURTEEN THOUSAND
18	Suppling fitting and fixing ofGodrej or Equivalent make Monarch High Back Chair Specification-Revolving Chair sharp & elegant design with reach leather finish ergonomically design with natural leather up holstery at all contact areas Knee tilt synchronomous mechanism with four position locking & anti shock feature, height adjustable arm rest, Height-113.5cm, W-62cm, D-60cm, Seat Height- 42.5 cm ) of approved specification and direction of	Each	3	28000.00	TWENTY EIGHT THOUSAND
19	E/I Suppling fitting and fixing of Godrej or Equivalent make almirah of approved specification and direction of E/I		1	25000.00	TWENTY FIVE THOUSANI

Asha Homes intra Pvt. Ltd. 25/05/16 Carry DIRECT [DIRECTOR]

Chief Engineer

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

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	Suppling fitting and fixing of Godrej or				
	Equivalent make sofa set consists of 2 nos. of single seater and 1 nos of three		1	75000.00	SEVENTY FIVE THOUSAND
	seater with centre table of approved				
	specification and direction of E/I				
21	Providing fitting and fixing of UPS 3 KVA with 60 min battery back up(Eaton/Emerson).of approved brand, all complete Job As per direction of E/I.	Each	1	138000.00	ONE LAKH THIRTY EIGHT THOUSAND

Tender approved in favour of Asha Homes Infra Pvt. Ltd. @ Item Rates Basis i.e. total amount comes to Rs. 20,70,000=00 (Rupees Twenty Lacs Seventy Thousand Only)

Asha Homes infra Pvt. Ltd.

Asha Homes infra Pvt. Ltd.

Current

[DIRECTOR]

25/65/16

Chief Engineer

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

## **Performance Security**

Name of Agency – "Asha Homes Infra Pvt. Ltd."

Performance Security of "Asha Homes Infra Pvt. Ltd." of "Supplying & Installation Of Furniture and Misc. Item at SCERT, Mahendru, Patna"

NSC No.

 $\overline{\text{DOI}}$ 

Reg No.

<u>Amount</u>

46EF 938850-60

29.01.16

CIF ID:307069469 10000\*11

110000.00

(Rupees One Lacs Ten Thousands Only)

लेखा पदाधिकारी

बिहार राज्य शैक्षणिक आधारभूत संरचना

विकास निगम लि॰, पटुना

13/05/16

Asha Homes Infra Pvt. Ltd

DIRECTO

25/05/16

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

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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. (Tel. No: 0612-2910314)

1D No. 1 80301BR2011SGC015859, e-mail bseide a gmail com, website www.bse.de.ia, Tax No. tink? (2000)250

#### Letter of Acceptance

Letter no :- BSEIDC/FIN/2437/2015-16/- 4225

Date 07-05-16

Asha Homes Infra Pvt. Ltd. Flat No.-103, S.S. Square. Khajpura, Bailey Road, Patna.

Dear Sir.

This is to notify you that your Bid dt. 12.03.2016 for execution of "Supplying & Installation of furniture and Misc. items at SCERT, Mahendru, Patna" has been accepted by the Corporation at your quoted rate (Item rate Wise) i.e. total contract price of Rs. 20,70,000=00 (Rs. Twenty Lacs Seventy Thousand Only)

You are hereby requested to furnish performance security for an amount of Rs. 1,04,000=00 (Rs. One Lacs Four Thousand Only) within ten days of receipt of this letter of acceptance valid upto 28 days from the date of expiry of defects liability period, failing which action as stated in Para 31.3 of TTB will be taken.

Yours faithfully (Brajesh Prasad)

Chief Consultant (Technical)

Memo no: BSEIDC/FIN/2437/2015-16/- 4225

Date: 07-05-16

Copy forwarded to :Senior Account Officer, BSEIDC, Patna for necessary action 2-5-2016

Chief Consultant (Technical)

Memo no: BSEIDC/FIN/2437/2015-16/- 4225

Date: 07-05-16

Copy forwarded to :Chief Engineer, BSEIDC for Infromation and necessary action.

25/05/16 IDIRECTION

Chief Consultant (Technical)

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. (Tel. No: 0612-2910314)

2380 Letter no.: BSEIDC/NIT/2015-16/-

Patna, Date: 10/03/15

# Corrigendum No.- 1

website: www.eproc.bihar.gov.in for the work of (1) Supplying & Installation of furniture and Sound System for Conference Hall at Bihar Rajya Madhyamik Shiksha Parishad ,Patna (2) Supplying & Installation of furniture and Misc. items at SCERT, Mahendru With reference to N.I.T. No. 43/2015-16, Dated-19.02.2016 through e-tendering ,Patna the following amendments have been made as mentioned below :-

The other terms and conditions shall remain unchanged.

Chief Consultant (Technical)

Asha Homes Infra Pvt. Ltd. DIRECTOR

## बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड

(बिहार सरकारका एक उपक्रम)

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

#### पुनर्निविदा आमंत्रण सूचना संख्या-43 वर्ष 2015-16 मद दर निविदा

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

बिहार राज्य के अंतर्गत कार्य हेत निम्नांकित पुनर्निविदा आमंत्रित की जाती है। कोई भी संवेदक जो केन्द्रीय/राज्य सरकार / सार्वजनिक क्षेत्रों में निबंधित हो, निविदा में भाग ले सकते हैं परन्तु इस निगम का रजिस्ट्रेशन, उक्त कार्य का लेटर ऑफ एक्सेपटेंस प्राप्त होने के बाद कराना होगा।

क्रम सं0	कार्य का नाम	प्राक्कलित राशि (लाख रू०)	अग्रधन की राशि (लाख रू०)	परिमाण विपत्र की राशि(रू०)	Beltron Bid Processing Fee (In Rs.)	कार्य समाप्ति की अवधि
1	Supplying & Installation of furniture and Sound System for Conference Hall at Bihar Rajya Madhyamik Shiksha Parishad, Patna	30.00	0.60	5000.00	1145.00	01 माह
2	Supplying & Installation of furniture and Misc. items at SCERT, Mahendru, Patna	23.00	0.46	5000.00	1145.00	01 माह

नोटः—(i) निविदाकार एक या अधिक कार्य में अलग–अलग निविदा डाल सकते हैं।

(ii) प्राक्कलित राशि घट या बढ़ सकती है एवं तद्नुसार अग्रधन की राशि घट या बढ़ सकती है।

(iii) वेबसाईट—www.eproc.bihar.gov.in पर अंकित प्राक्कलित राशि, अग्रधन की राशि एवं परिमाण विपत्र की राशि अंतिम रुप से मान्य होगा।

(2)	विज्ञापन निर्गत करने की तिथि	:—	दिनांकः—19.02.2016 समय :—दिनांक—04.03.2016 से 11.03.2016, 15:00 घंटा
(3)	परिमाण विषेत्र प्राप्त करन (डाउनलाड) ये जयान	1 \9	(वेबसाईट:www.eproc.bihar.gov.inपर)
(1)	प्री बिड मीटिंग का समय, स्थान एंवतिथि	:	दिनांक:-08.03.2016, 16:00 घंटा प्रबंध निदेशक का
(4)	All 140 more and and a second		कार्यालय,बिहार राज्य शैक्षणिक आधारभूत
			संरचना विकास निगम, पटना।
(5)	निविदा प्राप्ति (अपलोड) की अंतिम तिथि एवं सम	ाय:	दिनांक—12.03.2016, समय— 15:00 घंटा
(6)	अग्रधन जमा करने की अंतिम तिथि एवं समय	:	दिनांक—14.03.2016, समय— 15:00 घंटा
	टेक्निकल बिड खोलने की तिथि एवं समय	:	दिनांक-14.03.2016 , समय- 16:30 घंटा
(, )	7 Del 47		(वेबसाईट-www.eproc.bihar.gov.inपर)
(8)	वित्तीय बिड खोलने की तिथि एवं समय	:	दिनांक—17.03.2016, समय— 15:30 घंटा

(9) निविदा खोलने का स्थान

वेबसाईट-www.eproc.bihar.gov.inपर 120 दिन

(10) निविदा की वैधता की अवधि

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

(12) 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 का भरकर भेजना है। अन्य सभी महत्वपूर्ण कागजात / बैंकड्राफ्ट / अग्रधन की राशि / सभी प्रमाण पत्र जो निविदा के लिए आवश्यक है का स्कैन कर ई–निविदा के साथ संलग्न करना अनिवार्य है।

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

Asha Homes intra Pvt. Ltd.

Asha Homes intra Pvt. Ltd.

[DIRECTOR]

# BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD

(A GOVT OF BIHAR UNDERTAKING)

## **BID DOCUMENT**

Supplying & Installation of furniture and Misc. Items at SCERT,
Mahendru, Patna.

Last date of the receipt of Bid through website: www.eproc.bihar.gov.in 12-03-2016 UP TO 3:00 PM

Shiksha Bhawan, Bihar Rastrabhasha Parishad Campus, Acharya Shiv Pujan Sahai Path, Saidpur, Patna-800004 Ph: 0612-2910314

Asha Homes infra Pvt. Ltd

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

343

# बिहार राज्य शैक्षणिक आधारमूत संरचना विकास निगम लिमिटेड

(बिहार सरकारका एक उपक्रम)

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

#### पुनर्निविदा आमंत्रण सूचना संख्या—43 वर्ष 2015—16 मद दर निविदा

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

बिहार राज्य के अंतर्गत कार्य हेत ुनिम्नांकित पुनर्निविदा आमंत्रित की जाती है। कोई भी संवेदक जो केन्द्रीय/राज्य सरकार/सार्वजनिक क्षेत्रों में निबंधित हो, निविदा में भाग ले सकते हैं परन्तु इस निगम का रजिस्ट्रेशन, उक्त कार्य का लेटर ऑफ एक्सेपटेंस प्राप्त होने के बाद कराना होगा।

क्रम सं0	कार्य का नाम	प्राक्कलित राशि (लाख . रू०)	अग्रधन की राशि (लाख रू०)	परिमाण विपन्न की राशि(रू०)	Beltron Bid Processing Fee (In Rs.)	कार्य समाप्ति की अवधि
1	Supplying & Installation of furniture and Sound System for Conference Hall at Bihar Rajya Madhyamik Shiksha Parishad, Patna	30.00	0.60	5000.00	1145.00	01 माह
2	Supplying & Installation of furniture and Misc. items at SCERT, Mahendru, Patna	23.00	0.46	5000.00	1145.00	01 माह

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

(ii) प्राक्कलित राशि घट या बढ़ सकती है एवं तदनुसार अग्रधन की राशि घट या बढ़ सकती है।

(iii) वेबसाईट—www.eproc.bihar.gov.in पर अंकित प्राक्कलित राशि, अग्रधन की राशि एवं परिमाण विपन्न की राशि अंतिम रुप सं मान्य होगा।

दिनांक:-19.02.2016 (2) विज्ञापन निर्गत करने की तिथि (3) परिमाण विपन्न प्राप्त करने (डाउनलोड) की अवधि एवं समय :—दिनांक—04.03.2016 से 11.03.2016, 15:00 घंटा (वेबसाईट:www.eproc.bihar.gov.inपर) दिनांक:-08.03.2016, 16:00 घंटा प्रबंध निदेशक का (4) प्री बिड मीटिंग का समय, स्थान एंवतिथि कार्यालय,बिहार राज्य शैक्षणिक आधारभ्त संरचना विकास निगम, पटना। दिनांक-12.03.2016, समय- 15:00 घंटा (5) निविदा प्राप्ति (अपलोड) की अंतिम तिथि एवं समय:--दिनांक-14.03.2016, समय- 15:00 घंटा (6) अग्रधन जमा करने की अंतिम तिथि एवं समय दिनांक-14.03.2016 , समय- 16:30 घंटा (7) टेक्निकल बिड खोलने की तिथि एवं समय (वेबसाईट-www.eproc.bihar.gov.inपर) दिनांक-17.03.2016, समय- 15:30 घंटा (8) वित्तीय बिड खोलने की तिथि एवं समय वेबसाईट-www.eproc.bihar.gov.inपर (9) निविदा खोलने का स्थान 120 दिन (10) निविदा की वैधता की अवधि

(11) ई-टेन्डरिंग की प्रकिया में भाग लेने हेतु सवेदकों को पंजीकृत होना होगा, जिससे कि उन्हें उपयोग कर्ता का नाम (user ID) पासवर्ड (Password) अंकीय हस्ताक्षर (Digital Signature) निर्गत की जायेगी। यह उन्हें वेबसाईट www.eproc.bihar.gov.in से डाउनलोड करने / टेन्डर की प्रक्रिया में भाग लेने की योग्यता प्रदान करेगा।

(12) 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 का भरकर भेजना है। अन्य सभी महत्वपूर्ण कागजात / बैंकड्राफ्ट / अग्रधन की राशि / सभी प्रमाण पत्र जो निविदा के लिए आवश्यक है का स्कैन कर ई-निविदा के साथ संलग्न करना अनिवार्य है।

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

Asha Homes Infra Pvt. Ltd.

25/05/16

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

24gr

(14) (क) प्रत्येक परिमाण विपत्र का मूल्य जा प्रत्येक निविदा के सामने उपर कण्डिका (1) में अंकित है (जो लौटाया नहीं किसी भी राष्ट्रीयकृत बँक द्वारा निर्गत एवं BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. के नाम से एवं पटना में भुगतेय हो, स्वीकार किया जायेगा । मूल बैंकड्राफ्ट ''बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड'' पटना के कार्यालय में दिनांक 14.03.2016 के 15:00 घंटे तक स्वयं/निबंधित डाक /स्पीड पोस्ट द्वारा निश्चित रूप से जमा किया जाना है। ऐसा नहीं करने पर निविदा मान्य नहीं होगा।

(অ) 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. वे 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 14.03.2016 के 15:00 घंटे तक स्वयं/निबंधित डाक /स्पीड पोस्ट द्वारा निश्चित रूप से जमा किया जाना आवश्यक है। ऐसा नहीं करने पर निविदा मान्य नहीं होगा।

(15)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 करें । ताकि अंतिम समय में होने वाले किसी प्रकार के व्यवधान से बच सकें।

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

(17) 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 अश को अस्वीकृत करने / रद्द करने का अधिकार सक्षम पदाधिकारी को सरक्षित है।

(18) विशेष जानकारी हेतु अधोहरताक्षरी के कार्यालय में कार्यअवधि में सम्पर्क किया जा सकताहै। 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 २५, श्री कृष्णा नगर, पटना-८००००१, दूरभाष सं० ०६१२-२५२३००६ / ९९३९०३५६९६

2t/05/16 [DIRECTOR]

19-2-2016 ब्रजेश प्रसाद मख्य अभियंता

#### TECHNICAL BID

Supplying & Installation of furniture and Misc. Items at SCERT, Mahendru, Patna.

(Through e-Procurement mode only- www.eproc.bihar.gov.in)

#### TENDER ON ITEM RATE BASIS

#### SPECIAL CONDITIONS

1. The tenderers are required to deposit the earnest money as prescribed in the NIT.

2. Every page should be signed by the Tenderer. In the event of tender being submitted by a firm, the tender should be signed by the person holding proper power of attorney and the copy of the same should also be submitted.

3. The rates quoted by the contractor should be inclusive of all taxes royalties and other

incidental charges.

4. Legal Status, Place of Registration, Principal place of business & Power of attorney of signatory bid, to be provided in Technical Bid.

#### **ELIGIBILITY CRITERIA** 5.

- The agency should have prior experience for Supplying & Installation of (i) furniture and and Misc. Items Works in any Central govt./ State govt./ Public undertaking (Nigam) Organisation.
- Work Experience of Similar nature (Supplying & Installation of furniture and and (ii)Misc. Items Works in Central govt./ State govt./ Public undertaking (Nigam) Organisation)- Satisfactory completed at-least one similar work of value not less than 25 % of estimated value of contract during the last 5 (Five) financial year, current financial year will also be considered. Experience certificate issued from competent authority (not below the rank of Executive Engineer) of Central govt./ State govt./ Public undertaking (Nigam) only be taken into consideration.
- The agency should be registered with Sales tax / Labour department. (iii)
- Turn over:- Annual financial turn over should be at least 50% of the estimated value (iv)during any of the last 5 (Five) financial year.
- Details of organizational set up state whether proprietorship, Partnership, private  $(\vee)$ limited or public limited.
- (vi) Undertaking to the effect that the applicant has never been blacklisted.

Affidavit as mentioned in Technical bid. (vii)

> Asha Homes intra Pvt. Ltd. 25/05/14

#### 6. INSTRUCTION TO TENDERERS

- (i) The contractor shall quote the rates in figure and words against each item of works in Bid Document. In Case of any discrepancy found in any quoted rate, the rate quoted in words shall be treated as valid.
- (ii) The Agreement will be executed on PWD F2 Agreement form.
- (iii) \_(a) Before execution of Agreement, the successful tenderer shall be required to deposit performance security @ 5% of the contract value in the form of NSC/ 3-5 years Post Office Time Deposit Pass Book duly pledged in favour of Managing Director, BSEIDC Ltd., Patna or Account Payee Demand Draft/Fixed Deposit Receipt/ Bank Guarantee issued from any Nationalized /Schedule Bank in India and should be in favour of "Bihar State Educational Infrastructure Development Corporation Ltd." at Patna and valid for a period of 21 Months.
- (b) Security Deposit of 5% shall be deducted against each bill, which will be released after defect liability period of Six Months after completion of work.
  - (iv) If any tenderer submits false information and / or documents, his Earnest Money Deposit shall be forfeited and he shall also be blacklisted.
  - (v) BSEIDC Ltd. reserves the right to reject all / any tender without assigning any reason.
- (vi) Bid Validity-It will be obligatory on the part of the tenderer to keep his tender open for 120 days from the date of opening of Tender.
- (vii) In case of any deviation, from the tender specifications and/or tender conditions, the BSEIDC' decision to accept, will be final.
- 7. <u>Taxes & Duties:</u> Sales Tax, Income Tax, Labour Cess and all other impositions levied under the applicable law will be deducted from the bills.
- 8. Registration with the Corporation will be essential after Award of work.
- 9. Payments will be released as per progress of the work.

#### 10. TOOLS FOR HANDLING:

All tools and tackles required for handling of equipments and materials at site of work as well as for their Supplying & Installation of furniture and and Misc. Items works shall be the responsibility of the contractor.

- **11. SITE Inspection**: The tenderer shall acquaint himself with the proposed site of works, nothing extra shall be payable over his quoted rates.
- 12. Arrangement for work execution :-
  - (i) Electricity and water supply shall be arranged by the contractor at his own cost.
  - (ii) The contractor shall take care of the safety precautions pertaining to the construction of works, such as excavation, trenching. Nothing extra shall be payable in this account.
- 13. Work Programme to be submitted at the time of agreement for timely completion of the work.

Asha Homes Infra Pvt. Ltd.

25/05/16

IDIRECTOR

(SIGNATURE OF TEMPERER)

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

25/5

Annexure – I

#### Projects under execution or awarded

SI No.	Name of work/Projec t and location	Owner or sponsor ing organiz ation	Cost of work	comme ncemen	Stipulat ed date of complet ion	Upto date percent age progres s of work	and	and address /telepho ne	Remark s
1	2	3	4	5	6	7	8	9	10

Note: Attach additional pages, if necessary.

Signature of Tenderer

Asha Homes Infra Pvt. Ltd.

Asha Homes Infra Pvt. Ltd.

[DIRECTOR]

25 | 05 | 16

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

25/2 25/2

#### DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST FIVE YEAR (CURRENT FINANCIAL YEAR WILL ALSO CONSIDERED).

SI No.	Name of work/Projec t and location	Owner or sponsor ing organiz ation	Cost of work in Lakhs	ncemen	Stipulat ed date of complet ion	Actual date of complet ion	tion		Remark
1	2	3	4	5	6	7	8	9	10

Indicate gross amount claimed and amount awarded by the arbitrator.

Note: Attach additional pages, if necessary.

Signature of Tenderer

Asha Homes Mara Pvt. Ltd.

Asha Homes Mara Pvt. Ltd.

Clearly [DIRECTOR]

25/05/16

#### UNDERTAKING IN FORM - A

I /We do hereby declare that the works will be done by our-self and I also hereby declare that the signature in all pages of the tender papers is signed by me and my signature has been attested by a Govt. gazette officer on the cover of the tender document.

Further, I declare that I have gone through the various clauses of the contract document and I am fully conversant with all the clauses contained therein and agree to abide by the same.

Full Name of contractor	:
	:
Full address	
Full address	:
	:
	:
Registration No.	:

Asha Homes inira Pvt. Ltd.

Asha Homes inira Pvt. Ltd.

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[DIRECTOR]

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

2/12.

#### Annexure - IV

#### PERFORMANCE REPORT OF WORKS REFERRED TO IN ANNEXURE I & II

1.	Name	of	work/Project	&	Location	
----	------	----	--------------	---	----------	--

- 2. Agreement No.
- 3. Completion Cost :
- 4. Tendered Cost :
- 5. Date of start :
- 6. Date of completion
- (I) Stipulated date of completion
- (II) Actual date of Completion
  - 7. Amount of compensation levied for delayed compensation, if any:
  - 8. Amount of reduced rate items, if any.
  - 9. Performance Report
    - (1) Quality of work Very Good/Good/Fair/Poor
    - (2) Financial soundness Very Good/Good/Fair/Poor
    - (3) Technical Proficiency Very Good/Good/Fair/Poor
    - (4) Resourcefulness Very Good/Good/Fair/Poor
    - (5) General behavior Very Good/Good/Fair/Poor

Date:

Executive Engineer or Equivalent

Asha Homes aura Pvt. Ltd.

TIMERCTOR

25/05/14

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

25/5

### **CONFIRMATION**

I / we confirm that the conditions appended in the tender documents have been fully examined and full cognizance taken thereof in arriving at the item unit prices and total amount and tendered sums contained there in my / our tender.

It is further certified that I / we have not been blacklisted / debarred from tendering by any of the departments / organizations.

Signature of Tenderer

Asha Homes Infra Pvt. Ltd.

Asha Homes Infra Pvt. Ltd.

Clumy
[DIRECTOR]

25/05/16