

Name of Work: Construction of Toilet Block in
(1) in Bihar, Gr. No. CT-9

Name of Agency: OM Prakash
BIHAR PUBLIC WORKS DEPARTMENT

[Form E-2.]

ITEM RATE TENDER AND CONTRACT FOR WORKS

Agreement No- 102 F2 of 2012-13

General Rule and Directions for the guidance of Contractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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TENDER FOR WORK

I/We hereby tender for the execution for the Government of Bihar of the work specified in the under written memorandum at the rates specified therein within a period of years months from the date of written order to commence and in accordance in all respects with the specifications and drawings. And other documents referred to rule I here of and subject to the annexed conditions of contract and with such conditions so far as applicable.

MEMORANDUM

(a) If several sub works are included they should be detailed in a separate list.

(a) Name of work

(b) Estimated cost

Rs.

(c) Earnest money

Rs

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

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

Rs

(e) This percentage reduction from

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

(f) bills will be credited to the contractor's securities deposit

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

Month

(g) Date of written order to commence

(h) Title number of item of work tendered for

Item No.	Item of Work	RATE TENDERED		Per
		In figures	In Words	

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

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

Should this tender be accepted I / We hereby agree to abide by the fulfill all the terms and provisions of the said conditions of contract annexed here to so far as applicable or in default there of to forfeit and pay to the Governor of Bihar or his successors in office the sums of money mentioned in the said conditions.

Signature of
Contractor before
commission of tender

Dated the

day of

20

Witness--

Address--

Occupation--

Signature of witness
to contractor's
signature

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

day of

20

Signature of the Officer
accepting the tender

Acceptance communicated on

Signature of the party
taking the tender

CONDITION OF CONTRACT

compensation

Clause 1 -- All compensation, or other "sums of money payable by the contractor to Government under the terms, of his contract may be deducted from, or paid by the sale of a sufficient part his security deposit, or from the interest arising there from or from any sums 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 such deduction or sale as afore said, the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or arising by sale of his security deposit or any part thereof.

The Work
should not be
considered finished
until such date as the
Executive Engineer
shall certify as the
date on which the
work is finished after
recess any
certification of defects
as pointed by the
Executive Engineer
or his authorised
agents are fully
complied with by the
contractor to the
satisfaction of the
Executive Engineer.

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 written order to commence 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 the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to 112 percent on the estimate cost of the whole work as shown by the tender for every day that the work remain uncommenced or unfinished after the proper dates, And further to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for and work exceeds one month to complete one fourth of the whole of the work before one - fourth of the whole time allowed under the contract has elapsed one - half of the work before one half of such time, elapsed and three - fourth of the work before three - fourths of such time has elapsed. In the event of the contractor failing to comply with this condition, he shall be liable to pay as compensation an amount equal to 112 percent, on the said estimated cost of the whole work for every day that the due quantity work remains incomplete. Provided conversely that the entire amount of compensation to be paid under the provisions this clause shall not exceed 10 percent, on the estimated cost of the work as shown in the tender.

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

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

action when
whole security desits
forfeited. ~

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(b) To employ labour paid by the Public Works Department and to supply materials to carry out the work or any part of the-works debiting the contraction with the costs of the labour and the price of the materials (of the amount of which cost and price certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done: in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract the certificate of the Executive Engineer as to the value of the work done shall 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 contract as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case any expenses which maybe incurred in excess of the sum -which would have been paid to the original contractor if the whole work had been executed by him(of the amount of which excess the certificate in writing of the Executive Eng. shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under the contract otherwise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof

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

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

Clause 5- If the contractor shall desire an extension of the time for completion of the work, on the ground of his having been unavoidably hindered in its execution or on any other ground, other than those mentioned in clause 12 (a) he shall apply in writing to the Executive Engineer within 60 days from the date of starting of the work on account of which he desires such extension aforesaid, and the Executive Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorise.

Extension of time

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Such extension of time, if any, as may in his opinion be necessary or proper. The Executive Engineer shall at the same time inform the contractor whether the claim compensation for the delay.

Clause 6 -- On completion of the work, the contractor shall be furnished with a certificate by the Execution Engineer (herein after called the Engineer - in - charge) of such completion but no such certificate be given, not 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 Execution Engineer in the site plan) on which the work shall be executed all scaffolding, surplus materials and rubbish, and cleaned off the dirt from all wood work, doors, windows, walls, floors or other part 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 works Department in accordance with the rules of the 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, surplus materials, rubbish and disposal of the same as he thinks fit and clean of such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expense so incurred and shall have no claim in respect of any scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

Clause 7 - A bill shall be submitted by the contractor each month on 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 ten 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 signature to "the measurement list" will be sufficient warrant; and the Engineer-in-charge or his subordinate shall prepare a bill from such list which shall be binding on the contractor in all respects.

Provided that if any balance of the 10% security is outstanding from each such payment shall be deducted to much, not exceeding 5% as may be necessary to make up the balance of the security, All such intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad unsound and imperfect or unskilful work to be removed and taken away and re-constructed or re-erected or be considered as an admission of default or performance of the contract or any part thereof in any respect or the actual of any claim not shall it conclude determine or effect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement or adjustment of the accounts or otherwise, of in any other way vary or affect the contract.

Clause 8 - The Final bill shall be prepared by the officer of the Public Works 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.

Clause 9 - If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer - in - charge's stores, or it is required that the contractor shall use certain stores to be provided by the Engineer - in - charge under the conditions of this contract (such materials and stores, and prices to be charged therefore as therein 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 the schedule or memorandum hereunto annexed) the contractor shall be supplied with such materials and stores noted in the annexed schedules as are required from time to time to be used by him for the purpose of the contract.

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Final Certificate

Payment of in
terms date cer-
tificate to be regarded
as advance and bill
to be submitted
monthly

Stores supplied
Government

only an the value of the full quantity of materials and stores 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 contract under the contract, or otherwise, of against or from the security deposit or the proceeds of sale thereof; the same is held in Government securities. the same or sufficient portion thereof being in the case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall not on any account be removed from the site of the work and shall at all time be open to inspections by the Engineer - in - charge. Any such materials unused and in perfectly 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 the issue rate which ever is less if by a notice in writing under his hand he shall so require but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such material so supplied to him as aforesaid, being unused by him or for any wastage in damage to or any such materials.

Clause 10 - The contractor shall execute the whole any every part of the work in the most substantial any work-manlike 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 the designs, drawing and instructions in writing relation to the work signed by the Engineer - in - charge and lodged in his office and to which the contractor be entitled to have access to such office, for the purpose of inspection during office hour, and the contractor shall if he so require be entitled at his own expense to make or cause to be made copies of specifications, and of all such designs drawings and instructions as aforesaid.

Clause 11 - Engineer - in - charge shall have power to make any alterations in for additions to the original specifications drawing designs and instruct in that may appear to him to be necessary or advisable during the progress of and the work the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer - in - charge. And such alteration shall not invalidate the contract and any additional work shall be carried out by the contractor on the same conditions in all respects which he agreed to do the main work and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of Engineer - in - charge shall be conclusive as to such preparation. And if the additional work inclusive any class of work for which no rate is specified in this contract, then such clause 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 clause of work is not entered in the sanctioned schedule 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 rate which it is his intention to charge for such class of work and if the Engineer-in-charge does not agree this rates be shall by notice 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 contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly mentioned then and in such case he shall only be entitled to paid in respect of the work carried out or expenditure in carried by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer - in - charge. In the event of a dispute the decision of the Superintending Engineer of the circle will be final.

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

Work to be executed in accordance with specification, drawing other etc.

Alteration specifications or designation

Do not invalidate contract

Time is of alteration

Rates for works estimate schedule rates of district

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Compensation for
alteration in or
resti fication of work to
- carried out

Clause 12 - If any time after the commencement of the work the Governor of Bihar shall for any reason whatsoever not require the whole thereof as specified in the tender to carried out the Engineer - in - charge shall give notice in writting of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advan-tage which he might have derived from the execution of the work in full, but which he did not derive in consequences of the full amount of the work not having been carried out, neither shall he gave any claim for compensation by reason of any alteration having been made in the original specification , drawings designs and instruction which shall involve and curtailment of the work as originally contemplated clause 12 (a) As contained in G.O.No. 1929 dated 11-9-56.

Action and com-

pensation payable in
case of work

Clause 12(a)- The contractor shall not be entitled to claim any compensation for loss suffered by him on account of failure or delay by or on behalf of Government in the supply materials or store which the Government may have under taken to supply where such failure is due Co

(i) natural calamities, (ii) act of anamies, (iii) transport and procarem at difficulties or (iv) circumstances beyond the control of the State Government.

In case of such failure or delay in the supply of materials or stores, on an application by the contractor within 30 days from the of such failure or delay, such extent ion of time shall be granted to the contractor for completion of the works as shall appears to the Engineer to be reasonable in accordance with, the circumstance of the case. His decision of the Ex -ecutive Engineer as to the extention of time shall be accepted as final by the contractor.

Work to be taken to
inspection

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 unskilled workmanship or with materials or any inferior description; or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contractor for or otherwise not in accordance with the contract the contractor shall on demand in writting from the Engineer in - charge specifying the work materials or articles complained of not with standing that the same may have been inadvertently passed certified and paid for - forth with rectify or remove and reconstruct the work, so specified in whole or in part as the case require, or as the case may be remove the materials or articles so specified and provided other proper and suitable materials or articles at his own proper charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge on his demand aforesaid the contractor shall be liable to pay compensation at the rate of one per eat, 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 rectify or remove v and re-execute the work or cenove and replace with others the materials or i articles complained or as the case may be at the risk and expences in all respect of the contractor.

Contractor or
responsible Agents to
be preent

Clause 14- All work under or in courses of execution in persuance of the contract shall at all time 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 times at which reasonable notice of the intention of the Engineer - in - /charge or his subordinate to visit the works shall have been given to the contractor either himself be present to received orders and instruction, or have a responsible agent duly acredited in writting presentfor that purpose order given to the contractor himself.

Notice to be taken
before work covered
up.

Clause 15- The contractor shall give not less than five days notice in writting to the Engineer - in - charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any "lork in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or place beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work with out the consent in .writting. of the Engineer-in - charge or his subordinate in charge of the work and if any work shall 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 expences , or in default thereof to payment or allowance shall be made for such work on the materials with which the same was effected.

Contractor thliable fo-
damage done and for
imperfection a months
after certificate.

Clause 16- If the contractor or his work people; or servants shall break deface, injure or destroy any part of a. building in which they may be working or any building, road, road curbs fencer, elosure waterpipes, cables drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground continous to the premises on which the work or any part of it is ie execute dignadn or if any damage shall happened to the work, whid.c in progress, from any cause whatever or any imperfection

IP- become whatever or any imperfection become apperent in it within three month (six months in the case of a road-work after a sr certificate final or other of its completion shall have been given by the Engineer - in - charge as a for seal the contractor shall make the same good at his own. expence , of in default, the Engineer - in - charge may ease the same or be made good by other work men and deduct the expence (of which the certificate or the Engineer - in - charge shall be final) from

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time thereafter may become due to the contractor or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit at the contractor shall not be refunded before the expiry of three months (six months in case of a road work) after the issue of the certificate final or otherwise of completion of work. Provided that in the case of a road work if in the opinion of the Engineer - in - charge behalf of the security deposit will be refundable after three months of the issue of the said certificate of completion.

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

Contractor supply plant ladder scaffoldings etc.

And is liable Damage arising by Nonprovision of light Fencing etc.

Clause 18 - No female labour shall be employed with in the limits or cantonment.

The contractor shall not employ for the purpose of this contract any person which below the age of twelve years and shall pay to each labourer for the work done by such labourer wages not less than the wages paid for similar work in the neighbourhood.

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

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

Clause 19- The contract shall not be assigned or subject without the written approval the Executive Engineer. And if the contractor shall assign or subject his contract or attempt so to, do or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt so do; or if any 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 agents to any public officer or person in the employ of Government in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly in the contract, the Executive engineer may there - upon by notice, in writing rescind the contract the security deposit of the contractor shall there upon stand forfeited and be absolutely at the

Work not to subject

Contract may rescinded and security deposit forfeited for subletting or if contractor becomes insolvent

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disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause (3) here of and in addition the contractor shall not be entitled to recover or be paid any work there of a actually performed under contract.

Clause 20 - All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government with out reference to the actual loss or damaged sustained and whether or not any damage shall have been sustained.

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

Clause 21 - In the case of a change in the constitution of the firm shall be forth with notified by the contractor to the Engineer - in - charge for this information. 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 there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause (3) here of and in addition contractor shall not be entitled to recover or be paid for any work therefore, actually performed under the contract.

Changes in constitution of firm

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

Clause 23 - In case any dispute or difference shall arise between the parties, or either of hereupon any question relating to the meaning of the specification, designs drawing and instructions herein 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 or liabilities of the parties, or any Clause or thing whatsoever in any way arising out of or relating in the contract designs drawing, specifications, estimates, instruction order, or these conditions otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work, or after the completion or abandonment thereof or as to the breach of this contract, then either party shall forth with give to the other notice of such disputes or difference and such dispute or difference shall be referred to superintending Engineer of the circle and his decision thereof shall be final conclusive and binding on all the parties,

Works to be under direction of superintending Engineer

Lumpsums estimates in

Clause 24 - When the estimate on which a tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the part of work involved of 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 lumpsum amount entered in the estimate, and certificate in writing of the Engineer - in- charge shall be final conclusive against the contractor with regard to the lumpsum or sums payable to him under the provisions of this clause.

Action where no specification

Clause 25 - In the case of any class of work for which there is no such specifications as in mentioned in rates. Such work shall be carried out in accordance with the circle specification and 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 instruction and requirements of the Engineer-in - charge.

Definition of works

Clause 26 - The expression "work" or "works" where used on these conditions 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 to or additional.

Clause 27 - The terms, and conditions of the agreement have been read/explained to me and I certify clearly understand them

Witness

Om Prakash

Contractor

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

(15)

[illegible]

(Signature of Contractor)

(Signature of Executive Engineer)

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

2		2.28	SUPPLY AND FILLING in plinth & Foundation with local sand and under floors including watering, ramming, consolidating and dressing and dressing complete.	8.35	CU.M	135.34	Rs. One hundred thirty five and paise thirty four only.
3		2.29.1	SURFACE DRESSING of the ground including removing vegetation and in-equalities not exceeding 15 cm deep and disposal of rubbish, lead upto 50 m and lift upto 1.5 m	0.48	100 SQ.M	478.00	Rs. Four hundred seventy eight only.
4	4.1	4.5	4.0 Concrete Work Providing and laying of in position cement concrete of specified grade, excluding the cost of centering and shuttering all work upto plinth level.	1.55	CU.M	3270.70	Rs. Three thousand two hundred seventy and paise seventy only.
	4.2	4.5.2	1:1:5:3 (1 cement :1.5 coarse sand :3 graded stone aggregate 20mm nominal size)				
	4.3	4.5.6	1:3:6 (1 Cement : 3 Coarse sand : 6 graded stone aggregate 40mm nominal size)	0.92	CU.M	2164.50	Rs. Two thousand one hundred sixty four & paise fifty only.
5			5.0 Reinforced Cement Concrete	1.97	CU.M	3352.60	Rs. Three thousand three hundred fifty two & paise sixty only.
	5.1		Providing and laying of in position, of specified mix of reinforced cement concrete, excluding the cost of centering and shuttering, finishing and reinforcement - all work upto plinth level.				
		5.1.2	1:1½:3 (1 Cement : 1½ Coarse sand : 3 graded stone aggregate 20 mm nominal size) IN FOUNDATION.				
6		5.2	Reinforced cement concrete work in wall (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts, etc. upto floor v level, excluding costs of centering, shuttering, finishing and reinforcement.	5.35	CU.M	3562.40	Rs. Three thousand five hundred sixty two & paise forty only.

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7		5.3+ 5.44.4	Reinforced cement concrete work in suspended floors & roofs upto five level excluding cost of centring, shuttering and finishing and reinforcement with 1:1½:3(1cement: 1½ coarse sand :3 graded stone aggregate 20 mm nominal size)				
8		5.14	Centering and shuttering including strutting, propping etc. and removal of form for -	31.99	SQ.M.	153.70	Rs. One hundred fifty three & paise seventy only.
		5.14.5	Lintels, beams, plinth beams,-				
9		5.25	Providing precast cement concrete jali 1:2:4 (1 cement :2 coarse sand :4 graded stone aggregate 20mm nominal size) reinforced with 1.6 mm dia mild steel wire including roughening cleaning, fixing and finishing in cement mortar, 1:3 (1 cement:3 fine sand) etc. complete excluding plastering of the jambs, sills and soffits.	3.27	SQM	326.20	Rs. Three hundred twenty six and paise twenty only.
		5.25.2	40 mm thick				
10		5.29	Reinforcement for RCC work including straightening, cutting bending, placing in position and binding all complete.	491.78	Kg	61.60	Rs. Sixty one & paise sixty only.
		5.29.7A	Thermo- Mechanically Treated bars TMTC-500- 8mm dia.				
11			6.0 Brick Work (A)				
		6.1 A	Brick work with bricks of class of class designation 100 A in foundations and plinth in :	7.63	CU.M	2920.7	Rs. Two thousand nine hundred twenty and paise seventy only.
		6.1.14A	Cement mortar 1: 6 (1 cement : 6 coarse sand)				
12	12.1	6.1 A	Brick work with bricks of class of class designation 100 A in superstructure upto floor V level in :	15.18	CU. M	3201.10	Rs. Three thousand two hundred one & paise ten only.
		6.1.14 A+6.3A	Cement mortar 1: 6 (1 cement : 6 coarse sand)				
	12.2	6.18.4A	Cement mortar 1: 4 (1 cement : 4 coarse sand)	3.41	SQ.M	362.80	Rs. Three hundred sixty two and paise eighty only.

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Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

	12.3	6.18.4A+ 6.19A	Cement mortar 1: 4 (1 cement : 4 coarse sand)	16.28	SQ.M.	393.70	Rs. Three hundred ninety three & paise seventy only
13		10.7	10.0 Steel Work Providing and fixing 1 mm thick M.S. sheet door & window with frame of 40X40X6 mm angle iron and 3 mm gusset plates at the junction and corners all necessary fittings complete including applying a priming coat of approved steel primer.	16.59	SQ.M.	1904.30	Rs. One thousand nine hundred four & paise thirty only
14		11.4	11.0 Flooring Cement concrete flooring 1:2:4 (1 cement: 2 coarse sand: 4 graded stone aggregate) finished with a floating coat of neat cement including cement slurry, etc. but excluding the cost of nosing of steps etc. complete.	19.75	SQM	174.50	Rs. One hundred seventy four and paise fifty only.
		11.4.2	40 mm thick with 20 mm nominal size stone aggregate.				
15		11.72	Providing designation 100 - A, BRICK FLAT SOLING joints filled with local sand including cost of watering,taxes and royalty all complete as per building specification and direction of Engineer Incharge.	33.17	SQ.M	164.40	Rs. One hundred sixty four & paise forty only
16		11.76	Providing average 150 mm thick dry remmed Khoa beaten to 112 mm (Compacted with water) made of well burnt or Jhama bricks including ramming properly till compacted thickness is achieved. Curing and carriage of water with all leads, making proper slope and blinding the top with cement mortar, (1: 10) all complete as per building specification and direction of E/1	19.75	SQ.M	226.90	Rs. Two hundred twenty six & paise ninety only
17		13.11.4	Cement Plaster in coarse sand with 12 mm cement plaster 1:6 (1 Cement : 4 Coarse Sand)	94.96	SQ.M.	61.90	Rs. Sixty one & paise ninety only

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Bihar State Educational Infrastructure
Development Corporation Ltd., Patna

18		13.24.2	6 mm Cement Plaster to Ceiling of mix - cement plaster 1:4 (1 Cement : 4 Coarse Sand)	19.75	SQ.M.	52.80 ✓	Rs. Fifty two & paise eighty only
19		13.26	Neat Cement Punning	39.41	SQ.M	21.8 ✓	Rs. Twenty one & paise eighty only
20		13.70.1	White washing with lime to give an even shade New work (three or more coats)	114.71	SQ.M	6.80 ✓	Rs. Six & paise eighty only.
21		13.81	Applying priming coat.				
22		13.81.3	With ready mixed zinc chromate yellow primer of approved brand and manufacture on steel galvanized iron/ steel works	37.33	SQM	13.40 ✓	Rs. Thirteen and paise forty only.
23		13.94	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade:				
24		13.94.1	Two or more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture.	37.33	SQM	63.90 ✓	Rs. Sixty three & paise ninety only.
25	25.1	23.2.5	23.0 Pile Work				
			Making 25 cm (10") dia bore up to 4 Mtr Depth below ground with hand auger of approved quality in ordinary soil (Vide classification of soil item A) true to plumb and without eccentricity in any stage of operation and disposal of the excavated earth up to 50 mtr. lead in eluding all lifts. all complete as per approved design and directions of E/I	30.00	Metre	59.80 ✓	Rs. Fifty nine & paise eighty only

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Development Corporation Ltd., Patna



	25.2	23.2.6	63 cm (25) UNDER REAM making 63 cm (25) dia under ream at required with hand auger of approved quality in ordinary soil (Vide classification of soil item-A) true to plumb and without iccentric city in may stage of operation and disposal of the excavated earth up to 50 mts. lead in eluding all lifts. All complete as per approved design and direction of (E/I)	10.00	Each	63.80	Rs. Sixty three & paise eighty only.
26		D.S.R 17.1.1	Sanitary Works 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.	4.00	Each	2964.10	Rs. Two thousand nine hundred sixty four & paise ten only.
27		DSR 17.4	Fixing white vitreous china flat back or wall corner type lipped front urinal basin of 430x260x350mm and 340x410x265mm sizes respectively with automatic flushing cistern with standard flush pipe and C.P. brass spreaders with brass unions and G.I clamps complete, including painting of fittings and brackets, cutting and making good the walls and floors wherever required :	1.00	Each	6229.90	Rs. Six thousand two hundred twenty nine and paise ninety only.
		DSR 17.4.3	Range of three urinal basins with 10litre white P.V.C. automatic flushing cistern.				

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Bihar State Educational Infrastructure
Development Corporation Ltd., Patna



28		DSR 17.7	Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever require :	2.00	Each	1315.35	Rs. One thousand three hundred fifteen and paise thirty five only.
		DSR 17.7.6	White Vitreous China Angle back wash basin size 400x400 mm with single 15 mm C.P brass pillar tap				
29		DSR 18.10.	Providing and fixing G.I. pipes complete with G.I. fittings and clamps, i/c cutting and making good the walls etc.	6.10	metre	161.60	Rs. One hundred sixty one and paise sixty only.
30	30.1	DSR 18.10.1	15 mm nominal bore				
	30.2	DSR 18.10.2	20 mm nominal bore				
	30.3	DSR 18.10.3	25 mm nominal bore				
	30.4	DSR 18.10.4	32 mm nominal				
31		DSR 18.48	Providing and placing on terrace (at all floor levels) polyethylene water storage tank ISI : 12701 marked with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank	500.00	Per litre	6.10	Rs. Six and paise ten only.
32		DSR 18.49.1	Providing and fixing C.P. brass bib cock of approved quality conforming to IS:8931	7.00	Each	397.50	Rs. Three hundred ninety seven and paise fifty only.
			15 mm nominal bore.				
33		DSR 17.24	Fixing white vitreous china squatting plate urinal with integral rim longitudinal flush pipe.	3.00	EACH	1537.85	Rs. One thousand five hundred thirty seven and paise eighty five only.

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34	34.1	DSR 17.28	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete.	2.00	Each	65.30	Rs. Sixty five and paise thirty only.
		DSR 17.28.2	Flexible pipe				
		DSR 17.28.2.1	32 mm dia				
	34.2	DSR 17.28.2.2	40 mm dia	1.00	Each	72.18	Rs. Seventy two and paise eighteen only.
35		DSR 18.17	Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) :	1.00	each	372.95	Rs. Three hundred seventy two and paise ninety five only.
		DSR 18.17.1	25 mm nominal bore				
36		DSR 18.52	Providing and fixing C.P. brass stop cock (concealed) of standard design and of approved make conforming to IS:8931.	5.00	Each	426.55	Rs. Four hundred twenty six and paise fifty five only.
		18.52.1	15 mm nominal bore.				
37	37.1	12.78	Providing and fixing on wall face unplastidsed PVC (working pressure 4 kgf per sqm) rain water pipes conforming to IS : 4985 including jointing with seal ring conforming to IS : 5382 leaving 10 mm gap for thermal expansion.	12.20	MTS	106.35	Rs. One hundred six and paise thirty five only.
		12.78.1	75 mm diameter				
	37.2	12.78.2	110 mm diameter	12.20	MTS	188.40	Rs. One hundred eighty eight and paise forty only.
38	38.1	12.79	Providing and fixing PVC pipe fittings with all accessories	4.00	Each	151.25	Rs. One hundred fifty one & paise twenty five only
		12.79.5.2	1) 110mm Plain bend PVC				
	38.2	12.79.4.2	3) 110mm door tee PVC	4.00	EACH	242.30	Rs. Two hundred forty two and paise thirty only.

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Development Corporation Ltd., Patna

39		NS	Providing and Laying Bore up to 61m deep including 100 mm dia upto 24 metre length, 40 mm dia upto 31 metre length and 40 mm dia strainer upto 6 metre length all comple bore and supply / installation of 1 H.P jet pump including 32 mm dia G.I pipe upto 18 metre length and 25 mm dia G.I pipe up to 12 metre length all complete job.	1.00	Job	40000.00	Rs. Forty thousand only.
40		1.1	Internal Electrification Work Wiring for light point/fan point/exhaust fan point/ call bell poiont with 1.5 sq. mm FR PVC insulated copper conductor single core cable in surface/recessed PVC conduit, with piano type switch, phenolic laminated sheet, suitbale size PVC/ G.I box etc. as required.	20	Each	469.00	Rs. Four hundred sixty nine only.
		1.1.3	Group C				
41		1.7	Wiring for circuit/ sub main wiring along with earth wire with the following size of PVC insulated, coppber conductor, signle core cable in surface/ recessed PVC conduit as required.	70	Rmt	97.00	Rs. Ninety seven only.
		1.7.1	2x1.5 sq. mm + 1x1.5 sq. mm earth wire.				
42		1.21	S/F PVC conduit :- Supplying and fixing of following sizes of PVC conduit along with accessories in surface / recess including cutting the wall and making good the same in case of recessed conduit as required.	28	Metre	42.00	Rs. Forty two only.
		1.21.1	20 mm				
43		1.34	S/F Batten holder :- Supplying and fixing batten / angle holder including connection etc. as required.	15	Each	28.00	Rs. Twenty eight only
	MISCELLANEOUS WORK			8.35	CU.M	162.76	Rs. One hundred sixty two and paise seventy six only.
			CARRAIGE OF MATERIALS				
	44.1		A) LOCAL SAND ,Avg. LEAD - 3 KM.				

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Development Corporation Ltd., Patna

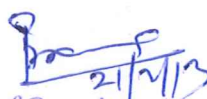
44	44.2	B) COARSE SAND ,Avg. LEAD : 45.00 KM.	15.31	CU.M	547.72	Rs. Five hundred forty seven and paise seventy two only.
	44.3	C) STONE CHIPS ,Avg. LEAD : 108.00 KM	9.35	CU.M	1140.52	Rs. One thousand one hundred forty and paise fifty two only.
	44.4	D) BRICKS ,Avg. LEAD- = 8 KM.	14.29	THOUS AND	476.50	Rs. Four hundred seventy six and paise fifty only.
	44.5	E) Cement ,Avg. Lead =5 KM.	127.60	Bags	9.33	Rs. Nine and paise thirty three only.
	44.6	F) Steel ,Avg. Lead =5 KM.	0.49	M.T.	186.50	Rs. One hundred eighty six and paise fifty only.
45		Add extra cost of material for Patna (Urban) Commissionerary w.r.t Gaya as per SOR, BCD		THOUS AND		Rs. Nine hundred twenty eight and paise twenty only.
	45.1	Bricks	14.29	AND	928.20	
	45.2	Cement	127.60	Bags	6.92	Rs. Six and paise ninety two only.

	TOTAL Cost = Rs.	356,161.66
Add @ 1 % Labour Cess		3,561.62
	TOTAL Cost = Rs.	359,723.27

Group No. : CT-9		
Sl.N.	Name of Colleges	Amount 'RS'
1	B.S.College,Danapur,patna	359,723.27
2	J.D.Women's College,Patna	359,723.27
3	J.N.L.College,Khagaul	359,723.27
4	R.K.D. College, Patna	359,723.27
5	Ganga Devi Mahila College,Patna	359,723.27
6	AG.j.College,Rambagh,Bihta	359,723.27
Total Cost in 'Rs'		2,158,339.63
Say 'Rs'		2,158,340

Tender approved in favour of Om Prakash @ 15.0% below BOQ rates i.e. total amount comes to Rs. 18,34,589=00 (Rupees Eighteen Lacs Thirty Four Thousand Five Hundred Eighty Nine Only)

Om Prakash


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

Performance Security

Name of Agency - **Om Prakash.**

Performance Security of " **Om Prakash.** of **CT-9.**" Detail Of
Pass Books NO. -

<u>Sl. No.</u>	<u>P.B. No.</u>	<u>Issued Date</u>	<u>Validity Period</u>	<u>Amount(Rs.)</u>
1.	244181	15.12.12	3Yrs.	10000.00
2.	244180	15.12.12	3Yrs.	40000.00
3.	202369	17.08.12	3Yrs.	43000.00

Total = 93,000.00

(Rs. Ninety Three Thousand Only).

Om Prakash


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



बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड

(बिहार सरकार का एक उपक्रम)

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

पत्रांक:- BSEIDC / FIN / 231 / 2012-384

पटना, दिनांक 21-02-2013

प्रेषक,

बी० के० वर्मा
मुख्य परामर्शी (तकनीकी)

सेवा में,

ओम प्रकाश,
ग्राम- विरनावॉ,
पो०- दोसुत, थाना- वेना,
पिन-803110.

विषय:- राज्य योजनांतर्गत अंगीभूत महाविद्यालयों में शौचालय निर्माण कार्य (ग्रुप सं० CT-9) के निर्माण हेतु कार्यादेश के संबंध में।

महाशय,


उपर्युक्त निविदा में आप न्यूनतम निविदाकार हैं आपके द्वारा उद्धृत दर परिमाण विपत्र के दर से 15.0% (पन्द्रह दशमलव शून्य प्रतिशत) कम है तदनुसार निविदा की कुल राशि रु० 18,34,589/- (अठारह लाख चौतीस हजार पाँच सौ नब्बासी रुपये) मात्र है जो आपके पक्ष में स्वीकृत की गई है, जिसका एकरारनामा आपके द्वारा संपादित किया जा चुका है।

अतः निदेश दिया जाता है कि संबंधित कार्यपालक अभियंता, से संपर्क स्थापित कर कार्य प्रारंभ कर दें। कार्य प्रारंभ की तिथि 21.02.2013 मान्य होगी एवं कार्य समाप्ति की अवधि छः माह होगी।




(बी० के० वर्मा)

मुख्य परामर्शी (तकनीकी)


21/02/13

Om Prakash


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

SPECIAL CONDITIONS**TENDER ON PERCENTAGE RATE BASIS**

1. The tenderers are required to deposit the earnest money as prescribed in the NIT.
2. Every page should be signed by the Tenderer. In the event of tender being submitted by a firm, the tender should be signed by the person holding proper power of attorney and the copy of the same should also be submitted.
3. The rates quoted by the contractor should be inclusive of all taxes royalties and other incidental charges.
4. To qualify for award of work, the Bidder must possess the following :-
 - a) Legal Status, Place of Registration, Principal place of business & Power of attorney of signatory bid.
 - b) DD for required value of B.O.Q. Cost as mentioned in NIT.
 - c) Sufficient Earnest Money Deposit as mentioned in NIT.
 - d) Certificate from Chartered Accountant of Annual Financial Turn over which should not be less than 50 % of the estimated cost of works for which bid has been invited in any one year and to be submitted for last five years.
 - e) Certificate from EE for Work Experience of Similar nature (Satisfactory completed atleast one similar work of value not less than 25 % of estimated value of contract) in last five years.
 - f) Litigation History.
 - g) Affidavit for the statement/Document attached is true.
 - h) Valid Registration with Central/ State Govt. / PSU.
 - i) Valid labour license.
 - j) Valid Character Certificate.
 - k) Certificate/Affidavit for not been Debarred.
 - l) Technical staff they possess.
 - m) PAN Card.
 - n) Availability of key items of Contractor's Equipment.
5. Contractor should satisfy themselves fully about the nature, site of work before offering their tender and place of any ignorance afterwards shall not be considered.
6. The tender without earnest money or insufficient earnest money submitted with the tender, will be outright rejected.
7. Conditional tenders shall be outright rejected.
8. After approval of rates by the competent authority the contractor shall have to deposit the initial security money within 10 days of the receipt of the written work order failing which his tender shall be rejected and earnest money forfeited.
9. Authority shall reserve the right to reject any or all the tenders or distribute the work to more than one contractor without assigning any reason.
10. Any claim for idle labours on any account shall not be entertained.
11. The contractor shall arrange necessary site for accommodation and other facilities like medical etc. For his labour on his own cost and initially will comply with labour rules prevalent in the locality.
12. The contractor shall be solely responsible for any damage occurred at site due to negligence of the labour or other staff and any damage shall be recovered from the contractor.
13. It will be obligatory on the part of the tenderer to keep his tender open for 120 days from the date of opening of tender.

Page 1 of 2

Om Prakash

(Seal & Signature of Tenderer)

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

[Signature]

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

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Om Prakash

(Seal & Signature of Tenderer)

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

[Signature]

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)

निविदा आमंत्रण सूचना संख्या-08 वर्ष 2012-13

प्रतिशत मद दर निविदा

1. राज्य योजनांतर्गत अंगीभूत महाविद्यालयों में शौचालय निर्माण कार्य हेतु निम्नांकित निविदायें आमंत्रित की जाती हैं। 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 एक्सेप्टेंस प्राप्त होने के बाद अनिवार्य होगा :-

Sl. No.	Group No.		Name of Colleges	Estimated Cost (Rs. In Lakh)	Earnest Money (Rs. In Lakh)	Cost of B.O.Q (In Rs.)	Time of Completion
1	C.T-2	1	SRPS College, Jaintpur	14.24	0.28	2500.00	6 Months
		2	Jiwachh College, Motipur				
		3	JBSD College, Bakuchi				
		4	CN College, Sahebganj				
2	C.T-9	1	B.S College, Dinapur, Patna	21.58	0.43	5000.00	6 Months
		2	J.D. Women's College, Patna				
		3	J.N.L. College, Khagaul				
		4	R.K.D. College, Patna				
		5	Ganga Devi Mahila College, Patna				
		6	AG.J.College, Rambagh, Bihta				
3	C.T-26	1	SRKG College, Sitamarhi	18.26	0.37	5000.00	6 Months
		2	JS College, Chandauli				
		3	RSMM College, Sitamarhi				
		4	SLK College, Sitamarhi				
		5	RSS Sc. College, Sitamarhi				

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

- (2) विज्ञापन निर्गत करने की तिथि :- दिनांक:- 30.07.2012
(3) परिमाण विपत्र प्राप्त करने की अवधि एवं समय :- दिनांक- 07.08.2012 से 20.08.2012, 15:00 घंटा
(4) निविदा प्राप्ति की अंतिम तिथि एवं समय :- दिनांक- 21.08.2012, समय- 15:00 घंटा
(5) टेक्निकल बिड खोलने की तिथि एवं समय :- दिनांक- 21.08.2012, समय- 15:30 घंटा
(6) वित्तीय बिड खोलने की तिथि एवं समय :- दिनांक- 27.08.2012, समय- 16:00 घंटा
(7) निविदा खोलने का स्थान :- प्रबंध निदेशक कार्यालय, BSEIDC Ltd.
शिक्षा भवन, बिहार, पटना।

- (8) निविदा की वैधता की अवधि :- 120 दिन

(9) (क) परिमाण विपत्र BSEIDC Ltd. के कार्यालय से दिनांक 07.08.2012 से कार्यालय अवधि में प्राप्त किया जा सकता है। प्रत्येक परिमाण विपत्र का मूल्य जो प्रत्येक निविदा के सामने उपर कण्डिका (1) में अंकित है (जो लौटाया नहीं जाएगा) किसी भी राष्ट्रीयकृत बैंक द्वारा निर्गत एवं BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. के नाम से एवं पटना में भुगतये हो, स्वीकार किया जायेगा। परिमाण विपत्र वेबसाइट www.bseidc.com से भी डाउनलोड किया जा सकता है। वेबसाइट से डाउनलोड करने पर बाँधित परिमाण विपत्र का मूल्य निविदा के साथ दिनांक 21.08.2012 के 15:00 घंटे तक जमा करना अनिवार्य है।

(ख) वांछित अग्रधन की राशि राष्ट्रीय बचत पत्र/डाकघर सावधि जमा 3 वर्षीय या 5 वर्षीय पासबुक बिहार वित्त नियमावली के अनुसार जो बिहार राज्य से क्रय या जमा किया हो, प्रबंध निदेशक, BSEIDC Ltd., पटना के नाम प्रतिज्ञित (Pledged) कर प्रबंध निदेशक का कार्यालय, बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड, पटना में दिनांक 21.08.2012 के 15:00 घंटे तक जमा किया जाना है। ऐसा नहीं करने पर निविदा मान्य नहीं होगा।

- (11) अन्य शर्तें या विशेष जानकारी किसी भी कार्य दिवस को कार्यालय अवधि में प्राप्त की जा सकती है।

Omkar Prakash

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

