

Name of Work - Electrification of
 Narayana Palace, Lalit
 Narayan Mithila University
 (L.N.M.U) Darbhanga.

BIHAR PUBLIC WORKS DEPARTMENT

Name of Agency [Form No. F-2] - Dev Enterprises.

ITEM RATE TENDER AND CONTRACT FOR WORKS

Agreement No. _____ 109 F₂ of 2016-17

General Rule and Direction for the guidance of Contractors.

1. All works proposed for execution by contract will be notified in a form of invitation to tender passed on a board hung up in the office of and signed by the Sub-divisional 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, amount of earnest money to be deposited and the amount of the security deposit to be deposited by the successful tenderer and the percentage if any to be deducted from bills, copies of the specifications, designs and any other documents required in connection with this 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 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 the absence of any partner, it must be signed on his behalf by a person holding a power-authorising him to do so.

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 signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipt for the firm.

4. The memorandum of work tendered or 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 Sub-divisional Officer/Executive Engineer before the tender form is issued. If a form is issued to a intending tender without having been so filled in and completed, he shall request the office to have this done before he complete 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 there at what rate he is willing to undertake each item of the work incomplete tender and tenders which propose any alteration in the work specified in the said form of invitation tenders, 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 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 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 earnest money here in before mentioned shall be made in Government Treasuries and the challan there of should be enclosed with the tender.

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[Signature]
 Authorized Signatory

[Signature]
 08/12

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

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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 & 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, if he is competent to accept the tender, inform the tenderer or the selected tender who shall thereupon sign copies of the specification & other documents mentioned in rules 1 and 4 for the purpose of identification and for his acceptance with the tender. The tender 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 thereupon 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 and the security money deposited shall be refunded to the tenderer.

10. When a tender is selected for acceptance the tender shall deposit the required amount of the security money in cash in the treasury and shall forward the challan to the Executive Engineer, Government securities may be endorsed to the Executive Engineer 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 tenderer whose tender is selected for acceptance shall be 10% of the estimated value of the work & towards this 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 notified to him in writing by the officer opening 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 & the required amount of the security money has been deposited the Engineer shall scrutinise all pages of the form of item, rate, tender & contract for works to see that the form has been properly filled up and signed by the contractor & the signature witnessed. He shall then if he is competent, to accept the tender, sign the acceptance of the tender, or, if he is not so competent shall send the form for signature of the acceptance of the officer competent to accept it.

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[Signature]
Authorised Signatory

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

[Signature]
24/12
8/12

TENDER FOR WORKS

I/We hereby tender for the execution for the Governor of Bihar of the work specified in the under written memorandum at the rates specified therein within a period of _____ years month from the date of written order to commence and in accordance in all respects with the specifications designs, drawing, and other documents referred to rule hereof and 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.

MEMORANDUM

- (a) If several sub-work are included they should be defined in a separate list. [A] Name of work
- (b) This deposit will be 5% of the estimated cost of the work. [b] Estimated cost
- (c) This percentage deduction from bills will be credited to the contractors security deposit. [c] Earnest money
- [d] Initial security deposits (including earnest money) to be deposited before the commencement of the work
- [e] Percentage to be deducted from bills Rs. 5% (Rupees five percent)
- [f] Time required for the work from date of written order to commence monthly
- [g] Date of written order to commence
- [h] Total number of item of work tendered for

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

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[Signature]
Authorized Signatory

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

[Signature]
8/12/16

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

DEV ENTERPRISES
B.S.E.I.D.C. Ltd, Patna
[Signature]
8/12/16
Authorised Signatory

[Signature]
Chief Engineer
B.S.E.I.D.C. Ltd, Patna
2/10
8/12

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

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Signature
Authorized Signatory

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

Signature
8112116

Signature
0811/16

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

DEV ENTERPRISES
S.E.I.D.C. Ltd, Patna
M. K. Saha
Authorized Signatory

M. K. Saha
Chief Engineer
S.E.I.D.C. Ltd, Patna
2/12/11
8/12

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

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[Signature]
 08/12
Chief Engineer
B.S.E.I.D.C. Ltd, Patna
 2/11
 8/12/11/6

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

*Signature of contractor before comission of tender

Dated the day of 19 8/12/16
witness

Rebinder P. L.
Haveli Heritage
Khajepura
Patna-14, Bihar

Address :

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 19

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 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 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 been deducted from, or arised by, sale of his security deposit of any part thereof

The work should not be considered until such date as the Executive Engineer shall certify as the date on which the work is finished after necessary rectification of defects as pointed by the Executive Engineer or his authorised agents are fully 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 written 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 the essence of the contract on the part of the contractor or) and the contractor shall pay as compensation an amount equal to 1/2 percent on the amount of the estimated cost of the whole 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 work 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 whole 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 the event of the contractor failing to employ with this condition, I shall be liable to pay as compensation an amount equal to 1/2 percent on the said estimated cost of the whole work 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 10 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 of 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 been powered to adopt any of the following courses, as he may deem best suited to the interest of Government -

(a) 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 security deposit of the contractor shall start forfeited, and be absolutely at the disposal of Government.

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

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

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

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

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

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

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

Extension of time

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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 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, floors 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, surplus materials and rubbish and cleaning off dirt on or before the date fixed for completion the work the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he 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.

Final certificate

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 far 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 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 preclude the repunting 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 account 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.

Stores 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 by 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, or 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. All materials supplied to the contractor shall remain the absolute property of Government and shall not on any accounts be removed from this site of the work and shall at all times be open to

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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 require, but the contractor shall not be entitled to return any such materials unless with such consent and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage to or any such materials.

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

Work to be executed accordance with specification drawing other etc.

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

Alteration in specifications and designation.

Do not in validate contract

Time in consequence of alteration

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 during any month on or before the 15th days other following month accompanied by a copy of the order in writing of the Engineer-in-charge for the additional work and that contractor shall not be entitled to any payment in respect of such additional work if he other submit his claim within date afore said period.

Rate for work no in estimate or schedule of rates of the district.

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

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

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Clause 12 (a) The contractor shall not be entitled to claim any compensation for loss suffered by him on account of delay by or on behalf of Government in the supply of materials and 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 contractor within 30 days from the date of such failure or delay, such extension of time shall be granted to the contractor for completion of the work as shall appear to the Engineer 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 final by the contractor.

Action and compensation payable in case of work.

Clause 13 :- If it shall appear to the Engineer-in-charge or his subordinate in-charge 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 no, in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the inadvertently 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 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 failing to do so within period to be specified by the Engineer-in-charge in his demand aforesaid the contractor shall be liable 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 or in default there on payment or allowance shall made for such work on materials with which the same was effected.

Notice to be taken before work covered up.

Clause 16 :- If the contractor or his work-people, or servants shall break, deface injure 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 or grassland or cultivated ground contiguous on which the work or any part of it is being executed or if any damage shall happen to the work, while in progress from any cause whatsoever or any imperfection become apparent in it within three months (six months in the case of a road-work) after a certificate final or other of its completion shall have been given by the Engineer-in-charge

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

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

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

Contractor to supply to plant/ladder scaffolding etc.

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

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

Work not to be subject

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

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

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

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

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Authorised Signatory

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

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

Clause 20 :- All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Government with reference 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 contract shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract has been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contractor.

Works to be under direction of Suprintending Engineer

Clause 22 :- All work to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the superintending Engineer of the circle for the time being who shall be entitled to direct at what point or points and in what manner the 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 execute the same whether arising during the progress of the work of alter the completion or abandonment thereof or as the breach of those contract then either party shall forthwith give to the order notice of such dispute or difference and such dispute or difference shall be referred to the Superintending Engineer of the circle and his decision there on shall be final, conclusive and binding on all 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 no specification.

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 construed and taken to mean the work by or virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

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

Witness.

[Handwritten Signature]
Chief Engineer.
B.S.E.I.D.C. Ltd, Patna

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Authorised Signatory

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

Schedule showing (Approximately) materials to be supplied, if available the rates of which they are to 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
	Unit	Rs.	P.	

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

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[Signature]
Authorised Signatory
(Signature of Contractor)

[Signature]
08/12/16
(Signature of Executive Engineer)
Chief Engineer
B.S.E.I.D.C. Ltd, Patna

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8/12/16

Bihar State Educational Infrastructure Development Corporation Ltd.

**AGREEMENT for Electrification of Nargauna Palace, Lalit Narayan Mithila University
(L.N.M.U.), Darbhanga**

TENDER FOR WORKS

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

MEMORANDUM

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

(A) Name of Work :- **Electrification of Nargauna Palace, Lalit Narayan Mithila University (L.N.M.U.), Darbhanga**

(B) Estimated Cost :- **Rs. 41,30,571=00**
Agreement value :- **Rs. 37,17,514=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. 1,86,000/- (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 **THREE MONTHS**

(G) Date of written order to commence :-

(H) Total number of item of work tendered for :- 25

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Authorised Signatory

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

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AGREEMENT for Electrification of Nargauna Palace, LMNU Darbhanga

ELECTRICAL WORKS

Sl. No.	Item code-DSR-2014	Item Descriptions	Unit	Qty	Rate (incl. 1% Labour Cess)	Amount for Items
DSR Schedule Items -Internal Electrical Work- (PART-I)						
1	1.10	Point Wiring in PVC Conduit, with Modular type Switch:-				
		Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FR PVC insulated copper conductor single core cable in surface/recessed PVC conduit, with modular type switch, modular plate, suitable size of GI box etc as required.				
	1.10.3	Group C	Nos.	880	725.18	Rs. Seven hundred twenty five and paise eighteen only.
2	1.11	Twin Control Point Wiring in PVC Conduit, with Modular type Switch:-				
		Wiring for twin control light point with 1.5 sq.mm FR PVC insulated copper conductor single core cable in surface/recessed PVC conduit, 2 way modular type switch, modular plate, suitable size of GI box etc as required.	Nos.	12	777.70	Rs. Seven hundred seventy seven and paise seventy only.
5	1.12	Power Plug Wiring in PVC conduit (2x4 sq. mm):-				
		Wiring for light/power plug with 2x4 sq.mm FR PVC insulated copper conductor single core cable in surface/recessed PVC conduit along with 1 number 4 sq. mm FR PVC insulated copper conductor single core cable for loop earthing as required.	Mtrs.	3849	163.62	Rs. One hundred sixty three and paise sixty two only.
6	1.14	Circuit / Sub-main wiring in PVC Conduit:-				
		Wiring for circuit / sub-main wiring along with earth wire with the following sizes of PVC insulated, copper conductor, single core cable in surface/recessed PVC conduit as required.				
	1.14.1	2x1.5 Sqmm + 1x1.5 sqmm earth wire	Mtrs.	120	107.06	Rs. One hundred seven and paise six only.
	1.14.2	2x2.5 Sqmm + 1x2.5 sq mm earth wire	Mtrs.	4450	132.31	Rs. One hundred thirty two and paise thirty one only.
	1.14.9	4x6.0 Sqmm + 2x6.0 sqmm earth wire (to be used as sub main)	Mtrs.	540	392.89	Rs. Three hundred ninety two and paise eighty nine only.
	1.14.10	4x10 Sqmm + 2x10 sqmm earth wire (to be used as sub main)	Mtrs.	230	602.97	Rs. Six hundred two and paise ninety seven only.

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	1.14.11	4 X 16 sq. mm + 2 X 16 sq. mm earth wire	Mtrs.	150	891.83	Rs. Eight hundred ninety one and paise eighty three only.
7	2.10	S/F 'C' series SP MCB:- Supplying and fixing 240 volts, 'C' series, miniature circuit breaker suitable for inductive loads of following poles in the existing MCB DB complete with connections, testing and commissioning etc, as required.				
	2.10.1	6/32A, Single Pole	Each	568	170.69	Rs. One hundred seventy and paise sixty nine only.
	2.10.3	6/32A ,DP	Each	20	463.59	Rs. Four hundred sixty three and paise fifty nine only.
	2.18	Supplying and fixing 20 amps, 240 volts, SPN industrial type, socket outlet, with 2 pole and earth, metal enclosed plug top along with 20 amps "C" curve, SP, MCB, in sheet steel enclosure, on surface or in recess, with chained metal cover for the socket out let and complete with connections, testing and commissioning etc. as required .	Each	20	963.54	Rs. Nine hundred sixty three and paise fifty four only.
8	2.13	S/F TPN MCB:- Supplying and fixing following ridding, four poles, 415 volt, isolator in the existing MCB DB complete with connections, testing and commissioning etc, as required.				
	2.13.1	40 A,TPN	Each	20	665.59	Rs. Six hundred sixty five and paise fifty nine only.
	2.13.2	63 A,TPN	Each	18	676.70	Rs. Six hundred seventy six and paise seventy only.
	6.13 BSR 2009	Supplying and fixing powder Coated Strip/Patty type fitting complete with electronic ballast 4'x40w flourscent lamp etc directly on ceiling/wall including Connection with 1.5 sqmm FR PVC insulated Copper conductor as required.	Each	275	374.71	Rs. Three hundred seventy four and paise seventy one only.
	6.8 BSR 2009	supplying and fixing HPS Street Light luminaire with single diecast aluminium housing and UV suitable stabilizer acrylic cover suitable for 250watt HPS lamp Complete.	Each	18	4,534.90	Rs. Four thousand five hundred thirty four and paise ninety only.
11	2.4	S/F TP MCB DB:-				

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		Supplying and fixing of following way, horizontal type three pole and neutral, sheet steel, MCB distribution board, 415 volts, on surface/recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, detachable gland plate, interconnections, phosphatized and powder painted including earthing etc. as required (Without MCB/RCCB/ISOLATOR). Make :- Legrand/Anchor/Havells/HPL.				
	2.4.4	4 Ways (4+12 ways) double door	Set	20	2,196.75	Rs. Two thousand one hundred ninety six and paise seventy five only.
	2.4.5	6 Ways (4+18 ways) double door	Set	18	2,662.36	Rs. Two thousand six hundred sixty two and paise thirty six only.
	1.34	Supplying and fixing brass batten/ angle holder including connection etc. as required.	Each	550	74.74	Rs. Seventy four and paise seventy four only.
12	1.33	S/F Ceiling Rose:-				
		Supplying and fixing 2 pin ceiling rose on the existing junction box/ wooden block including connection etc as required.	Each	430	43.43	Rs. Forty three and paise forty three only.
	1.24	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required				
	1.24.1	5/6 amps switch	Each	150	81.81	Rs. Eighty one and paise eighty one only.
	1.24.4	3 pin 5/6 amp socket outlet	Each	150	79.79	Rs. Seventy nine and paise seventy nine only.
13	1.25	S/F Modular type electronic fan regulator:-				
	AKU APPROVED	Supply of AC 230/250 volts, 50 HZ ceiling fan with standard down rod, blades, 2 nos. caps & regulator etc. ISI marked complete as required. 1200 mm sweep	Each	120	1,955.10	Rs. One thousand nine hundred fifty five and paise ten only.
	AKU APPROVED	Supply of AC 230/250 volts, 50 HZ exhaust fans including providing nuts, bolts, mounting frame and other accessories etc. 300 mm sweep 900 rpm.	Each	20	2769.72	Rs. Two thousand seven hundred sixty nine and paise seventy two only.
14	1.21	S/F PVC Conduit:-				
		Supplying and fixing of following sizes of PVC conduit alongwith the accessories in surface / recess including cutting the wall and making good the same in case of recessed conduit as required for Tele, RJ45 Cat 6 data outlet for computer network.				
	1.21.2	20 mm	Mtrs.	700	65.65	Rs. Sixty five and paise sixty five only.

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	1.21.3	32 mm	Mtrs.	80	85.85	Rs. Eighty five and paise eighty five only.
15	1.18	Telephone Wiring in Existing Conduit:- Supplying and drawing, following pair, 0.5 sq.mm FR PVC insulated copper conductor, unarmoured telephone cable in the existing surface / recessed steel / PVC conduit as required.				
	1.18.2	2 pair	Mtrs.	300	18.18	Rs. Eighteen and paise eighteen only.
	1.18.3	4 Pair		250	26.26	Rs. Twenty six and paise twenty six only.
16	1.19	Supplying and drawing co-axial TV cable RG-6 grade, 0.7 mm solid copper conductor PE insulated, shielded with fine tinned copper braid and protected with PVC sheath in the existing surface / recessed steel / PVC conduit as required.	Mtrs.	7	28.28	Rs. Twenty eight and paise twenty eight only.
	1.32	Supplying and fixing suitable size GI box with modular plate and cover in front on surface or in recess, including providing and fixing 6 pin 5/6 & 15/16 amps modular socket outlet and 15/16 amps modular switch, connection etc. as required	Each	285	398.95	Rs. Three hundred ninety eight and paise ninety five only.
	1.31	Supplying and fixing suitable size GI box with modular plate and cover in front on surface or in recess, including providing and fixing 3 pin 5/6 amps modular socket outlet and 5/6 amps modular switch, connection etc. as required. (For light plugs to be used in non residential buildings).	Each	180	306.0	Rs. Three hundred six only.
17	1.24	S/F Modular type Switch / Socket:- Supplying and fixing following modular type switch / socket on the existing modular plate and switch box including connections but excluding modular plate etc as required.				
	1.24.6	Telephone socket outlet	Each	32	95.95	Rs. Ninety five and paise ninety five only.
	1.24.7	TV antenna socket outlet	Each	7	94.94	Rs. Ninety four and paise ninety four only.
		EARTHING				
18	5.6	COPPER EARTH PLATE ELECTRODE:- Earthing with copper earth plate 600mmx 600mmx 3mm thick including accessories and providing masonry enclosure with cover plate having locking arrangement and watering pipe of 2.7 meter long etc with charcoal/cock and salt as required.	Each	4	9,384.92	Rs. Nine thousand three hundred eighty four and paise ninety two only.

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

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19	5.10	P/F 25 x 5mm copper earth strip in pipe :- Providing and fixing 25mmx5mm copper earth strip in 40mm G.I.pipe FRLSom earth electrode including connection with brass nut,bolt,spring,washer excavation and re-filling etc. as required.	Mtrs.	50	1,092.82	Rs. One thousand ninety two and paise eighty two only.
20	5.14	P/F 25 x 5 mm copper earth strip in surface/recess :- Providing and fixing 25mmx5mm copper earth strip in surface/recess for connections etc. as required and making the earth grid for all copper earthing pits of the building.	Mtrs.	100	864.56	Rs. Eight hundred sixty four and paise fifty six only.
Cable Laying of 1.1 KV & 11 KV :-						
21	7.1	Laying of one number PVC insulated and PVC Sheathed / XLPE power cable of 1.1 KV grade of following size direct in ground including excavation, sand cushioning, protective covering and refilling the trench etc as required.				
	7.1.4	Above 185 Sq.mm and Upto 400 Sq.mm.	Mtrs.	60	235.33	Rs. Two hundred thirty five and paise thirty three only.
G.I. Pipe for Cable protection:-						
22	14.13	Providing , laying and fixing following dia GI pipe (medium Class) in ground complete with G.I.Fittings including trenching (75 cm deep) and refilling etc. as required.				
	14.13.1	50 mm dia	Mtr.	0	454.50	Rs. Four hundred fifty four and paise fifty only.
	14.13.3	100 mm dia	Mtr.	10	992.83	Rs. Nine hundred ninety two and paise eighty three only.
23	9.1	1.1 KV Cable End Termination:- Supplying and making indoor cable end termination with brass double compression gland and aluminium lugs for following size of PVC insulated XLPE Al. Ar. Cable of 1.1 KV grade as required.				
	9.1.27	3.5 Core 185 Sq.mm.	Each	8	791.84	Rs. Seven hundred ninety one and paise eighty four only.
	9.1.33	4 Core 16 Sq.mm.	Each	0	247.45	Rs. Two hundred forty seven and paise forty five only.
24	JSR 2014	Heavy duty,armoured electrical cable with aluminium conductor for working voltage upto and including 1100 volts.				
	1909	3.5C x 185 Sq.mm 1.1kV	Mtrs.	80	1,339.26	Rs. One thousand three hundred thirty nine and paise twenty six only.
	1905	4C x 16 Sq.mm 1.1kV	Mtrs.	0	211.00	Rs. Two hundred eleven only.

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

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25	N.S.CI MP APPRO VED	ELECTRIL PANELS Design,manufacturing,assembling,wiring,sup ply,installation,testing and commissioning of the following extensible cubicle type indoor mounting,dead front,fully compartmentalised with hinged lockable detachable from& backl openable,dust and vermin proof,floor mounting sheet steel clad switchboard fabricated out of 2 mm thick CRCA powder coated sheet steel suitable for use at 415 volt 3 phase 4wire 50 cycle system.BMS Compiatable and to withsatans a symmetrical fault level of below mentioned kA at 415 volt. panels shall be fabricated in easily transportable sections,length,height,depth etc.to match with site condition,complete in all respect.)				
		INCOMER:-				
		1 Nos.200 ampFP MCCB35KA Breaking capacity.				
		1 Set of RYB phase Indication lamps with suitable rating MCB				
		1 Set of ON/OFF Indication lamps along with 2A SP MCB backup protecting.				
		1 set Digital Volt meter with suitable rating MCBs and selector switch				
		BUS BARS:-				
		Electrolytic high conductivity aluminium three phas and neutral busbars rated at 415V, 250 amps,35 kA,insulated with heat shrinkable coloured PVC sleeves & clip on shrouds for joints. The busbar sizing calculations shall be sumitted for approval,considering all derating factors.				
		OUT GOINGS:-				
		1No.32ATP MCB, Of 10KA breaking capacity. DOL starter with 25a power contactor relay of 9-15A,single phase preventor,start stop push button.ON/OF Indication lamps for Fire pump located at complete in all respect as required				

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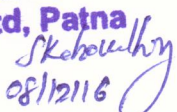
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B.S.E.I.D.C. Ltd, Patna
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	1) 13 No.40 amp FP MCB of 10 kA breaking capacity. 2) 2 No.100 amp TPN MCCB of 25 kA breaking capacity.				
	7 Nos.63A TPN MCB of 10KA breaking capacity				
	TOTAL COST OF MAIN LT PANEL	Set	2	205,897.00	Rs. Two Lacs five thousand eight hundred ninety seven only.
		GRAND TOTAL			4130570.62
		SAY			4130571
(Rupees Forty One Lacs Thirty Thousand Five Hundred and Seventy One) Only					

Tender approved in favour of Dev Enterprises @ 10.00% (Ten Decimal Zero Zero Percent) below i.e. total amount comes to Rs. 37,17,514=00 (Rupees Thirty Seven Lacs Seventeen Thousand Five Hundred Fourteen Only)

DEV ENTERPRISES

 Authorized Signatory


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

 24/8/12
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Performance Security

Name of Agency – “Dev Enterprises”

Performance Security of “Dev Enterprises” of “Electrification Of Nargauna Place, L.N.M.U, Darbhanga”

<u>FDR No.</u>	<u>DOI</u>	<u>Amount</u>
300716502059	08.08.16 To 08.08.17	103000.00
300715316015	24.02.16 To 24.02.19	83000.00

	Total	186000.00

(Rupees One Lacs Eighty Six Thousands Only)

लेखा पदाधिकारी
बिहार राज्य शैक्षणिक आधारभूत संरचना
विकास निगम लि०, पटना

Singh
17/11/18

DEV ENTERPRISES

Dev
01/11/16
Authorised Signatory

Dev
08/12
Chief Engineer
B.S.E.I.D.C. Ltd, Patna

2/11/18
8/12

बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लि०

(बिहार सरकार का एक उपक्रम)

शिक्षा भवन, बिहार राष्ट्रभाषा परिषद् परिसर, शिवपूजन सहाय पथ, सैदपुर, पटना-800004, दूरभाष-0612-2910314
कॉर्पोरेट पहचान संख्या: U80301BR2011SGC015859, e-mail: bseidc@gmail.com, website: www.bseidc.in, Fax No.: 0612-2660256,

पत्रांक:- BSEIDC / FIN / 2495 / 2016-17 / - 1115

पटना, दिनांक..... 01.08.16

प्रेषक,

ब्रजेश प्रसाद
मुख्य परामर्शी (तकनीकी)

सेवा में,

Dev Enterprises
C/O Sri D.B. Singh,
Road No. 'o', Indrapuri,
Keshri Nagar, Patna-24.

विषय:- बिहार राज्य अंतर्गत "Electrification of Nargauna Palace, Lalit Narayan Mithila University (L.N.M.U.) Darbhanga" कार्य हेतु जमानत की राशि जमा कर एकरारनामा करने के संबंध में।

महाशय,

उपर्युक्त विषय के संबंध में कहना है कि उपर्युक्त निविदा हेतु आपके द्वारा निविदित दर जो परिमाण विपत्र के दर से 10.00% (दस दशमलव शून्य शून्य प्रतिशत) कम है तदनुसार निविदा की कुल राशि **रु० 37,17,514/-** (सैंतीस लाख सतरह हजार पाँच सौ चौदह रुपये) मात्र आपके पक्ष में स्वीकृत की गयी है।

अतः निदेश दिया जाता है कि अग्रधन की राशि **रु० 1,86,000/-** (एक लाख छियासी हजार रुपये) मात्र का सावधि पासबुक/राष्ट्रीय बचत प्रमाण पत्र के रूप में प्रबंध निदेशक, बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लि०, पटना के नाम से प्रतिज्ञिप्त हो जमा कर अविलंब एकरारनामा कर लें।

(ब्रजेश प्रसाद)

मुख्य परामर्शी (तकनीकी)

ज्ञापांक : BSEIDC / FIN / 2495 / 2016-17 / - 1115

पटना, दिनांक..... 01.08.16

प्रतिलिपि : वरीय लेखा पदाधिकारी, BSEIDC, एवं कार्यपालक अभियंता Darbhanga, BSEIDC को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।

मुख्य परामर्शी (तकनीकी)

DEV ENTERPRISES

Authorised Signatory

Chief Engineer

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

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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. 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.
 - c) Sufficient Earnest Money Deposit.
 - d) Certificate from Chartered Accountant of Annual Financial Turn over usually not less than 50 % of the estimated cost of works for which bid has been invited in any one year and to be submitted for last five years as mentioned in Technical bid.
 - e) Certificate from EE / Concerned Authority for Work Experience of Similar nature (Satisfactory completed atleast one Similar (Electrification) work of value not less than 25 % of estimated value of contract) in last five years and current Financial year will also be considered as mentioned in Technical bid.
 - f) Litigation History as mentioned in Technical bid.
 - g) Affidavit as mentioned in Technical bid.
 - h) Valid Registration with Central/ State Govt. / PSU.
 - i) Valid labour license as mentioned in Technical bid.
 - j) Affidavit/Certificate for not been debarred as mentioned in Technical bid.
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.
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.

(Seal & Signature of Tenderer)

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[Signature]
Authorised Signatory

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- 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 10 % 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. 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.
 23. The Defect liability Period shall be One (3) Year from the date of completion of the work.

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(Seal & Signature of Tenderer)

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

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बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड

(बिहार सरकार का एक संयुक्त)
शिक्षा मंत्रालय, बिहार, जदनागर परिसर, जेम्सस आचार्य शिवमुनि सहाय पथ, सेदपुर, पटना-800004 (दूरभाष-0612-2911314)

निविदा आमंत्रण सूचना संख्या- 39 वर्ष 2015-16
प्रतिशत मद दर निविदा

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

1. बिहार राज्य के अल्पसंख्यक विभागीय मंत्रालय के निर्माण कार्य हेतु निविदा आमंत्रित की जाती है। कार्य में सर्वदेक जो कोन्ट्रैक्टर/साइड कन्ट्रैक्टर, शैक्षणिक क्षेत्र में नियोजित हो, निविदा में भाग ले सकते हैं परन्तु इस निगम का रजिस्ट्रेशन करना। उक्त कार्य का लेंटर ऑफ एक्सपर्टिस प्राप्त होने के बाद करना होगा।

क्र. सं.	कार्य का नाम	प्राक्कलित राशि (लाख में)	अवधन की राशि (लाख में)	परिमाण विपत्र का मूल्य (रु०में)	Beltron Bid Processing Fee (In Rs.)	कार्य समाप्ति की अवधि
1	Construction of Proposed Building of B.Ed. College at Magadh University, Bodhgaya.	324.35	6.49	10,000.00	17,180.00	15 माह
2	Construction of Computer Centre at Magadh University Bodhgaya.	65.06	1.31	10,000.00	1,150.00	8 माह
3	Electrification of Nargauna Palace, LMNU, Darbhanga.	41.3	0.83	5,000.00	1,150.00	3 माह
4	Projects Girl's High School, Bakhtiyarpur in Distt.-Patna	125.00	2.50	10000.00	5725.00	15 माह
5	High School, Rupauli in Distt.-Samastipur	125.00	2.50	10000.00	5725.00	15 माह
6	High School, Haspura in Distt.-Aurangabad	125.00	2.50	10000.00	5725.00	15 माह

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

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

(iii) वेबसाइट-www.eproc.bihar.gov.in पर अंकित प्राक्कलित राशि, अवधन की राशि एवं परिमाण विपत्र की राशि अंतिम रूप ले मान्य होगा।

- (2) विज्ञापन निर्गत करने की तिथि - दिनांक - 22.01.2016
- (3) परिमाण विपत्र प्राप्त करने(डाउनलोड) की अवधि एवं समय - दिनांक - 15.02.2016 से 26.02.2016, 15.00 घंटा (वेबसाइट www.eproc.bihar.gov.in पर)
- (4) प्रो. बि. सं. वि. एवं समय - दिनांक - 19.02.2016, 14.30 घंटा प्रबन्ध निदेशक का कार्यालय, बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम, पटना।
- (5) निविदा प्रारिण(डाउनलोड) की अंतिम तिथि एवं समय - दिनांक-27.02.2016, समय- 15.00 घंटा
- (6) अवधन जमा करने की अंतिम तिथि एवं समय - दिनांक-29.02.2016, समय- 15.00 घंटा
- (7) टेंडरिंग फीड कोलर की तिथि एवं समय - दिनांक - 29.02.2016, समय- 16.30 घंटा (वेबसाइट-www.eproc.bihar.gov.in पर)
- (8) विस्तार विड कोलर की तिथि एवं समय - दिनांक-10.03.2016, समय- 15.30 घंटा
- (9) निविदा कोलर का स्थान - वेबसाइट-www.eproc.bihar.gov.in पर
- (10) निविदा की वेधता की अवधि - 120 दिन
- (11) ई-टेंडरिंग की प्रक्रिया में भाग लेने हेतु सर्वदेक को प्रतीकृत होना होगा जिसमें कि, उन्हें उपयोगकर्ता का नाम (user ID) पासवर्ड (Password) अर्थात् हस्ताक्षर (Digital Signature) निर्गत की जायेगी। यह उन्हें वेबसाइट www.eproc.bihar.gov.in से डाउनलोड करने, टेंडर की प्रक्रिया में भाग लेने की योग्यता प्रदान करेगा।

DEV ENTERPRISES

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

2/Jan
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(12) ई-निविदा पत्र वेबसाईट www.eproc.bihar.gov.in से प्राप्त किया जा सकता है। संवेदक द्वारा शिफ्ट उपर्युक्त वेबसाईट से वा परिमाण विपत्र प्राप्त करने के उपरांत वेबसाईट पर ही इलेक्ट्रॉनिक निविदा पत्र को भरकर भेजना है। अन्य सभी महत्वपूर्ण जागरूकता/बैंक ड्राफ्ट, अर्पण की शर्तों/सभी प्रमाण पत्र जो निविदा के लिए आवश्यक हो को स्कैन कर ई-निविदा के साथ सलग करना अनिवार्य है।

(13) परिमाण विपत्र के दार से कम दर सद्धत करने पर बीड ड्राफ्टमेंट की शर्तों एवं सरकारी निर्णयानुसार अतिरिक्त Performance Guarantee एकरारनामा के पूर्व जमा करना होगा।

(14) (क) प्रत्येक परिमाण विपत्र का मूल्य जो प्रत्येक निविदा के सामने उपर कण्डिका (1) में अंकित है (जो लोटाया नहीं जाएगा) किसी भी राष्ट्रीयकृत बैंक द्वारा निर्गत एवं BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. के नाम से एच पटना में मुगलेश झा, स्वीकार किया जायेगा। मूल बैंक ड्राफ्ट "बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड" पटना के कार्यालय में दिनांक 29.02.2016 के 15:00 घंटे तक स्वयं/निर्गमित डाक / स्पीड पोस्ट द्वारा निर्गमित रूप से जमा किया जाना है। ऐसा नहीं करने पर निविदा मान्य नहीं होगा।

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

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

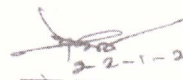
(ग) चर्चित अर्पण की शर्तों राष्ट्रीय बचत पत्र/ड्राफ्ट अर्पण जमा 3 वर्षीय या 5 वर्षीय पारसूक जो बिहार राज्य से क्रेय वा जमा किया हो प्रक्य निदेशक BSEIDC Ltd. पटना के नाम प्रतिक्षिप्त (Pledged) हो अथवा बिहार वित्त नियमावली के अनुसार BSEIDC Ltd. के नाम से फिक्स्ड डिपोजिट रिजिस्ट्र अथवा बैंक गारन्टी जो बिड 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 प्रक्य निदेशक का कार्यालय, बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड, पटना में दिनांक 29.02.2016 के 15:00 घंटे तक स्वयं/निर्गमित डाक / स्पीड पोस्ट द्वारा निर्गमित रूप से जमा किया जाना आवश्यक है। ऐसा नहीं करने पर निविदा मान्य नहीं होगा।

(15) निविदाकारी द्वारा इरलैमाल किये जा रहे इन्टरनेट सार्विस में किसी प्रकार का व्यवधान उत्पन्न होने पर कोई भी दावा मान्य नहीं होगा। निविदाकारी को सलाह दी जाती है कि अपने निविदा को समय रहते उपर्युक्त वेबसाईट पर अपलोड कर ले। ताकि अंतिम समय में होनेवाले किसी प्रकार के व्यवधान से बच सकें।

(16) किसी भी प्रकार की जानकारी अथवा सुद्धि पत्र को वेबसाईट, www.eproc.bihar.gov.in पर प्रकाशित किया जायेगा। बिना कारण बताये निविदा वा उसमें असा को अस्वीकृत करने/रद्द करने का अधिकार महम प्रदाधिकारी को सुरक्षित है।

(17) निविदाकार निविदा कोलाने से पहले अपने स्तर से भी प्रस्तावित कार्य स्थल पर भूमि उपलब्धता के संबंध में जाचवरस हो लगे।

(18) विशेष जानकारी हेतु अयोग्यताशरी के कार्यालय में कार्य अवधि में सम्पर्क किया जा सकता है। ई-टेंडरिंग की प्रक्रिया से संबंधित किसी भी प्रकार की जानकारी/सुचना हेतु सहायता कक्ष ई-टेंडरिंग कक्ष प्रगत तल्ला M/22 बैंक ऑफ इण्डिया मचन, गड नं. 25 वा कृपा नगर, पटना-800001, दूरभाष सं. 0612-2523006/9939035696


22-1-2016
ब्रजेश प्रसाद
मुख्य अभियंता

DEV ENTERPRISES

Authorised Signatory


28/1/16
Chief Engineer
B.S.E.I.D.C. Ltd, Patna
2/9/21
8/12