

Name of Work :- Construction of Pre-fabricated Dining Hall in the Campus of Simultala Residential School, Simultala at Jamui using Pre-fab structures as wall and Roofing Materials.

Schedule XLV - Form No. 61.

Name of Agency :- Sintex Industries Ltd.

## BIHAR PUBLIC WORKS DEPARTMENT

[Form F - 2]

### ITEM RATE TENDER AND CONTRACT FOR WORKS

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

Agreement No :- 125 F<sub>2</sub> of 2013-14

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

This notice will state the work to be carried out the items and approximate quantities thereof as well as the date for submitting and opening tenders, also the amount of earnest money to be deposited and the amount of the security deposit to be deposited by the successful tenderer and the percentages, if any, to be deducted from bills. Copies of the specifications, designs 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 the 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 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 receipts for the firm.

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

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

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

Sintex Industries Limited  
Plastic Division

Rayan Rayan

Authorised Signatory

Chief Consultant (Technical)

Bihar State Educational Infrastructure Development Corporation Ltd. Patna



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, designs, drawings, and other documents referred to rule. I here of and subject to the annexed conditions of contract and with such materials as are provided for by and in all other respects in accordance with, such conditions so far as applicable.

# MEMORANDUM

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

(a) Name of work

(b) Estimated cost            ...            ...            ...            ... , R

(c) Earnest money	...	...	...	...	... R
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(d) This deposit will be % of the estimated cost of the work.

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

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

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

(f) Time required for the work from date of when order to commence ... month

(g) Date of written order to commence

(h) Total number of item of work tendered.

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

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Bihar State Engineering College Patna



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





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 here to so far as applicable, or in default thereof 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

### CONDITIONS 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 of his security deposit, or from the interest arising therefrom 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 thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or arisen 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 necessary rectification of defects as pointed by the Executive Engineer or his authorised agents are fully completed with by the contractor to the Executive Engineer 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 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 1/2 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 1/2 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 of 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 rendered 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.

Action when  
whole security de-  
posits is forfeited.

(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 the security deposit of the contractor shall stand 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 works, debiting the contractor 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 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 contract 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 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 any 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 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 allowing for the same in the account at the contract rates or, in case of these not being applicable, at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final otherwise the Executive Engineer may 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 any 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 unavoidable 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 hindrance 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

Contractor remove liable to pay compensation (contract not take under clause 2)

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

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 forth with 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 far 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 unskillful work to be removed and taken away and re-constructed or re-erected or be considered as an admission of due 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, or 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 here to annexed) the contractor shall be supplied with such materials and stores listed 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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Only on 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; if 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 workmanlike 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 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 at 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 proportion. 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 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 schedules 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 rate which it is his intention to charge for such class of work and if the Engineer - in - charge does not agree this rates he 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 herein before mentioned then and in such case he shall only be entitled to paid in respect of the work carried out or expenditure incurred 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.

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Work to be execute  
in accordance with  
specification, draw-  
ing other etc.

Alteration in speci-  
fications and desi-  
gnation

Do not invalid  
contract

Time is  
of alteration

Rates for works  
in estimate sche-  
dule of rates of  
district

Compensation for  
alteration in or  
rectification of work  
to be 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 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 or 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, 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.

**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 of materials or store which the Government may have under taken to supply where such failure is due to

(i) natural calamities, (ii) act of anomalies, (iii) transport and procurement 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 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 circumstance 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 com-  
pensation 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 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 contracted for or otherwise not in accordance with the contract the contractor shall on demand in writing 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 cent. 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 and re-execute the work or remove and replace with others the materials or articles complained of or as the case may be, at the risk and expenses in all respect of the contractor.

Work to be taken  
to inspection.

**Clause 14 -** All work under or in courses of execution in pursuance 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 receive orders and instruction, or have a responsible agent, duly accredited in writing present for that purpose order given to the contractor himself.

Contractor or res-  
ponsible Agents  
to be present

Notice to be taken  
before work cover-  
ed up.

**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 any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer - in - charge or his subordinate in charge of the work and if any 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 thereof to payment or allowance shall be made for such work on the materials with which the same was effected.

Contractor liable  
for damage done  
and for imperfec-  
tion a month after  
completion.

**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 fence, closure waterpipes, cables drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises on which the work or any part of it is executed or if any damage shall happen to the work, while in progress, from any cause whatever or any imperfection become whatever 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 as a for 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 work men and deduct the expense (of which the certificate of the Engineer - in - charge shall be final) from

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Signature of the Contractor

Chief Engineer (Technical)  
Bihar State Educational Infrastructure  
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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 other wish 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). Plants, 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 inducted 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 the 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 from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting weighing and assisting in the measurement or examination at any time and from time to time of the work 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 sue, action or other proceeding at law that may be brought by any person or injury sustained owing to neglect of the above appreciations, and to pay any damages and costs which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

Contractor supply plant facilities scaffolding etc.

And is liable damages arising nonprovision of fencing etc.

**Clause 18:-** No female labour shall be employed within the limits of a cantonment

The contractor shall not employ for the purpose of this contract any person who is below the age of twelve year, 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 complaint alleging 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 on contract to below the age of twelve years and to refuse to allow any labourer whom he decide to be below the age of twelve years, to be employed by 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 attempt so to do or be come insolvent or commence any insolvency proceedings or make any composition with his creditors, or attempt so to do, or if any bribe, gratuity, gift loan, perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised, or offered by the Contractor or any of his servants or agents to any public officer or person in the employ or Government in any way relating to his officer or employment or if any such officer or person shall become 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 thereupon by notice in writing rescind the contract, the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the

Work not a subjects.

Contract may rescinded and its deposit forfeited for subletting by or if contractor comes 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 for any work therefore actually performed under the contract.

Sum payable by way of compensation to be considered as 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 Government without reference to the actual loss or damages sustained and whether or not any damage shall have been sustained.

Changes in constitution of firm.

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

In case of failure to notify the change in the constitution within fifteen days the Engineer-in-charge may by notice in writing rescind the contract, and the security deposit of the contractor shall 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 the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Works to be under direction of superintending 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 they are to be commenced and from time to time carried on.

**Clause 23:-** In case any dispute or difference shall arise between the parties or either of them upon any question relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned or as to the quality of workmanship or materials used on the work, or as to the construction of any of the quality of workmanship or materials used on the work, 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 to the contract, designs drawing, specifications, estimates, instructions order, or these conditions, or 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 forthwith give to the other 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.

Lump sum in estimates.

**(a) 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 items 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 lump sum amounts entered in the estimate, and certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Action where no Specification.

**Clause 25:-** In the case of any class of work for which there is not such specification as is mentioned in rule I, 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 "works" or "work" 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 or additional.

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

Witness.

Contractor.

Sintex Industries Limited  
Plastic Division

*Rajiv Rayan*  
Authorised Signatory

*[Signature]*  
Chief Consultant (Technical)

Other State Educational Infrastructure





10/10/10  
10/10/10  
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10/10/10  
10/10/10  
10/10/10



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

**Agreement of Construction of Pre-Fabricated dinning hall in the campus of Simultalla Residential School, Simultala at Jamui, using pre-fab structures (Factory made continuous sandwich PUF Panels) as wall and roofing materials.**

### **TENDER FOR WORKS**

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

### **MEMORANDUM**

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

(A) Name of Work :- **Construction of Pre-Fabricated dinning hall in the campus of Simultalla Residential School, Simultala at Jamui, using pre-fab structures (Factory made continuous sandwich PUF Panels) as wall and roofing materials.**

(B) Estimated Cost :- Rs. 37,09,310.41=00  
Agreement value :- Rs. 35,23,845=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. 1,77,000/- (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 **SEVENTY FIVE DAYS**

(G) Date of written order to commence :-

(H) Total number of item of work tendered for :- 37

Name of the Contractor					SINTEX INDUSTRIES LTD	
Address & Contact No. of the Contractor					502, MAA BGAGWATI COMPLEX BORING ROAD .	
SI No	Reference No.	Items of Work	Unit	Quantity	Rate (in Figure)	Rate (In Word)
		<b><u>CIVIL WORK FOR FOUNDATION, PLINTH &amp; FLOORING</u></b>			5	
1	2.8.1	Earth work in excavation in Foundation trenches or drain ( not exceeding 1.5m in width 10 sqm on plan ) including dressing of sides and ramming of bottoms, lift upto 1.5m, including getting out the excavated soil and disposal of surplus excavated soil as directed	Cum	26.94	160.60	<b>Rupees One Hundred Sixty and Sixty Paise Only</b>

**Sintex Industries Limited**  
**Plastic Division**

*Rayan Rayan*  
Authorised Signatory

*Chief Consultant*  
Bihar State Educational Infrastructure  
Development Corporation Ltd., Patna


8/10/13



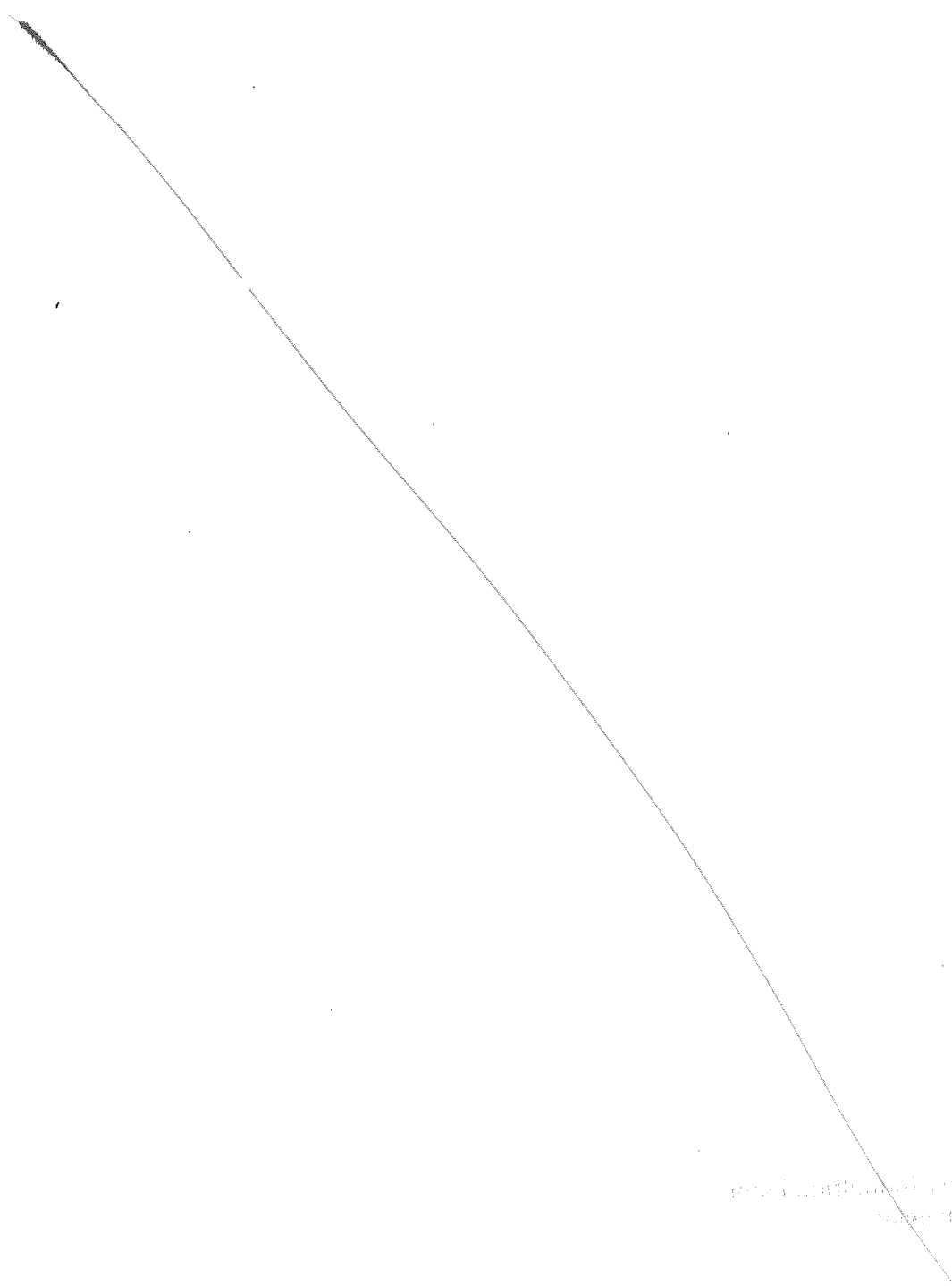
2	2.28	Supply and filling in plinth with Local sand and under floor s including , watering, ramming consolidating and dressing complete including carriage of	cum	59.406	180.20	<b>Rupees One Hundred Eighty and Twenty Paise Only</b>
3	4.5.8	Providing & laying cement concrete of specified grade exluding the cost of centring and shuttering-all work upto plinth level. 1:4.8 (1 Cement :4 coarse sand :8 graded stone agregate 40 mm nominal size including	cum	4.23	2144.80	<b>Rupees Two Thousand One Hundred Forty Four and Eighty Paise Only</b>
4	4.5.5	Providing & laying cement concrete of specified grade exluding the cost of centring and shuttering-all work upto plinth level. 1:3:6 (1 Cement: 3 coarse sand : 6 graded stone aggregate 20 mm nominal size) including	cum	31.923	2576.60	<b>Rupees Two Thousand Five Hundred Seventy Six and Sixty Paise Only</b>
5	6.1.14A	Brick work with bricks of class designation 100A in foundations and plinth in : Cement mortar 1:6 (1 cement: 6 coarse	cum	24.544	3035.40	<b>Rupees Three Thousand Thirty Five and Forty Paise Only</b>
6	13.12.2	15 mm cement plaster on rough side of single or half brick wall of mix. 1:4(1 cement: 4 coarse sand ) including carriage of materials.	SQM	26.769	97.00	<b>Rupees Ninety Seven Only</b>
7	11.37	Providing and laying Ceramic glazed floor tiles 300x300 mm (thickness to be specified by the manufacturer) of ist quality conforming to IS : 15622 of approved make in colours such as white , Ivory , Grey , Fume Red , Brown , laid on 20 mm thick Cement motar 1:4 (1 cement: 4 coarse sand ) including pointing the joints with white cement and matching pigment etc., complete including carriage of materials.	SQM	272.58	858.30	<b>Rupees Eight Hundred Fifty Eight and Thirty Paise Only</b>
8	11.72	Providing designation 100 A one brick flat soling joints filled with local sand including cost of watering, taxes, royalty all complete including carriage of materials as per building specification and	SQM	277.87	170.20	<b>Rupees One Hundred Seventy and Twenty Paise Only</b>

Sintex Industries Limited  
Plastic Division

  
Authorised Signatory

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

  
8/10/13

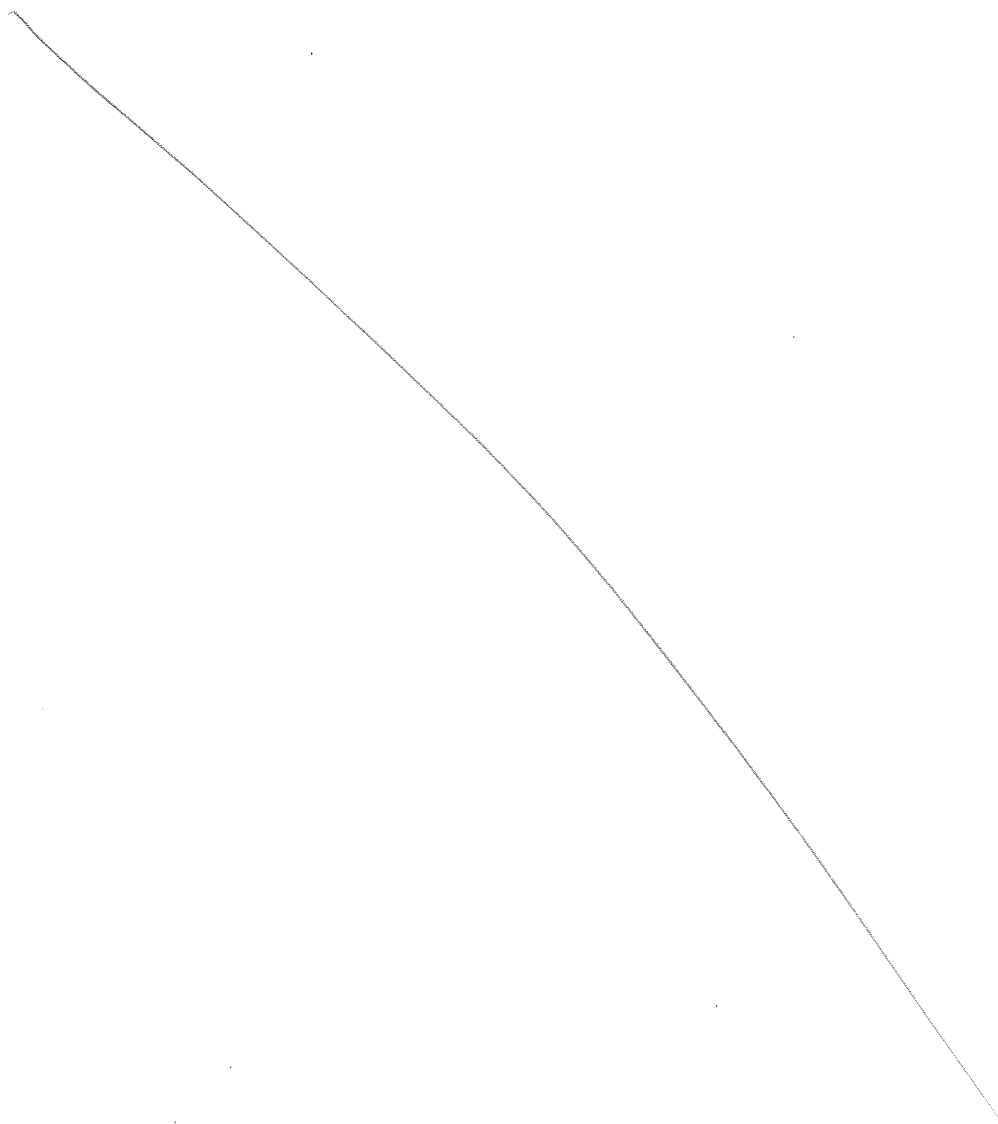


9	13.79.1	Finishing walls with water proofing cement paint of approved brand and manufacture and of required shade to give an even shade New work (three or more coats) including carriage of materials.	SQM	60.72	47.70	Rupees Forty Seven and Seventy Paise Only
10	13.17	12 mm cement plaster 1:3( 1 cement: 3 coarse sand) finished with a floating coat of neat cement including carriage of materials.	SQM	33.78	117.60	Rupees One Hundred Seventeen and Sixty Paise Only
11		<u>Pre-Fabrication Work</u> Structural steel work ( Confirming to is 4923-1997 ) riveted, bolted or welded in Rectangular hollow section, in framed work, including cutting hosting, fixing in position and applying a priming coat of approved steel primer and two coats of enamel paint complete in all respects.	KG.	4306.43	179.00	Rupees One Hundred Seventy Nine Only
12		Providing and fixing PUF Insulated sandwich panels for wall cladding. The wall panels shall be 50 mm thick continuous sandwich panels made out from continue line method. Panel having 0.5 mm thick pre coated steel sheet on both side of Polyurethane foam.	SQM	313.00	2940.00	Rupees Two Thousand Nine Hundred Forty Only
13		Providing and fixing PUF Insulated sandwich panels for Roof cladding. The roof panels shall be 30 mm thick continuous sandwich panels made out from continue line method. Panel having 0.35 mm thick pre coated Profile steel sheet on outer side and 0.35 mm including carriage of materials.	SQM	296.00	2555.00	Rupees Two Thousand Five Hundred Fifty Five Only
14		Providing and fixing pressed steel door frames confirming to IS:4351 manufactured from commercial mild steel sheet of 1.25 mm thickness including carriage of materials..	Meter	36.40	555.50	Rupees Five Hundred Fifty Five and Fifty Paise Only
15		Providing and fixing min. 50mm thick door shutter. The door shutter will be made out with puf insulated sandwich panels as pr wall panels. The c cap will be provided on all around, with suitable reinforcement for fixing of hardware including carriage of materials.	SQM	18.50	2920.00	Rupees Two Thousand Nine Hundred Twenty Only

Sintex Industries Limited  
Plastic Division

*Rajiv Rayan*  
Authorised Signatory

*[Signature]*  
Chief Consultant (Technical)  
Bihar State Educational Infrastructure  
Development Corporation Ltd., Patna  
8/10/18



16		Providing and fixing aluminium work for doors frame and shutter frame of toilets door including all carriage of materials.	Kg.	15.00	685.30	Rupees Six Hundred Eighty Five and Thirty Paise Only
17		The Frame for openable type window will be made from pressed steel using 1.5mm thick. Shutter shall be made out of steel hollow box profile of 1.25mm thick. The window shall be complete with all necessary hardware for locking from inside. Clear glass sheet of 4mm thick shall be fixed using glass putty. The frame shall have grills made from MS square bar of 10mm having equal spacing including all carriage of materials.	SQM	21.6	5769.50	Rupees Five Thousand Seven Hundred Sixty Nine and Fifty Paise Only
18		The air ventilator shall be made out from extruded PVC sections and it will be fixed in the wall panels with suitable fasteners. the size of ventiator shall be 450 x 450mm including all carriage of materials.	Nos.	4.00	700.00	Rupees Seven Hundred Only
19	SOR Code no 8672	Providing and fixing precoated galvanised steel sheet roofing accessories 0.50 mm +/- 5% total coated thickness (TCT) thick Zinc coating 120gsm. a) Ridge ( External & Internal) including all carriage of materials.	Meter	102.00	440.00	Rupees Four Hundred Forty Only
20 (i)	SOR Code no 8673	Providing and fixing Flashings/ Aprons. Like corner angle, U-track, sunshed, etc. made from precoated sheet including all carriage of materials.	Meter	522.20	440.00	Rupees Four Hundred Forty Only
20 (ii)		Providing & fixing the false Ceiling shall be made out with extruded P.V.C. section. The P.V.C. material shall be as per I.S. 10151 : 1982 ( Inside the Dining hall Only, Excluding Kitchen, store, Eash etc) including all carriage of materials.	SQM	117.00	1315.00	Rupees One Thousand Three Hundred Fifteen Only
21		<b><u>ELECTRICAL WORK</u></b> Supply and fixing of 1 X 36 W TUBE LIGHT FITTINGS WITH ELECTRONIC BALLAST including all carriage of materials.	Nos.	39.00	350.00	Rupees Three Hundred Fifty Only
22		Supply and fixing of 1200 MM SWEEP CEILING MOUNTED FAN including all carriage of materials .	Nos.	15.00	1600.00	Rupees One Thousand Six Hundred Only
23		Supply and fixing of Fan Regulator small switch type but piano type including all carriage of materials.	Nos.	15.00	100.00	Rupees One Hundred Only

Sintex Industries Limited  
Plastic Division

*Rajiv Royan*  
Authorised Signatory

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

*8/10/13*





24		Supply and fixing of 5 / 15 AMP SSC including all carriage of materials.	Nos.	15.00	250.00	Rupees Two Hundred Fifty Only
25		Supply and fixing of Exhaust Fan 300 mm sweep plastic body including all carriage of materials.	Nos.	5.00	1200.00	Rupees One Thousand Two Hundred Only
26		Wiring of Lighting and Fan Point with 1.5 Sq mm copper flexible wire duly in cassing capping on wall including all carriage of materials.	Nos.	61.00	500.00	Rupees Five Hundred Only
27		Wiring of power point with 2.5 Sq mm copper flexible wire duly in cassing capping on wall including all carriage of	Nos.	16.00	650.00	Rupees Six Hundred Fifty Only
28		Supply and fixing of Distribution board with MCB & ELCB including all carriage of materials.	Job.	1.00	13000.00	Rupees Thirteen Thousand Only
29		Supply and fixing of 18 W CFL including all carriage of materials.	Nos.	2.00	200.00	Rupees Two Hundred Only
		<b>SANITATION WORKS : ( ONLY PREFAB INSIDE )</b>				

Sintex Industries Limited  
Plastic Division

*Rajiv Ranjan*  
Authorised Signatory

*Chief Engineer (Technical)*  
Bihar State Educational Infrastructure  
Development Corporation Ltd., Patna  
8/10/13



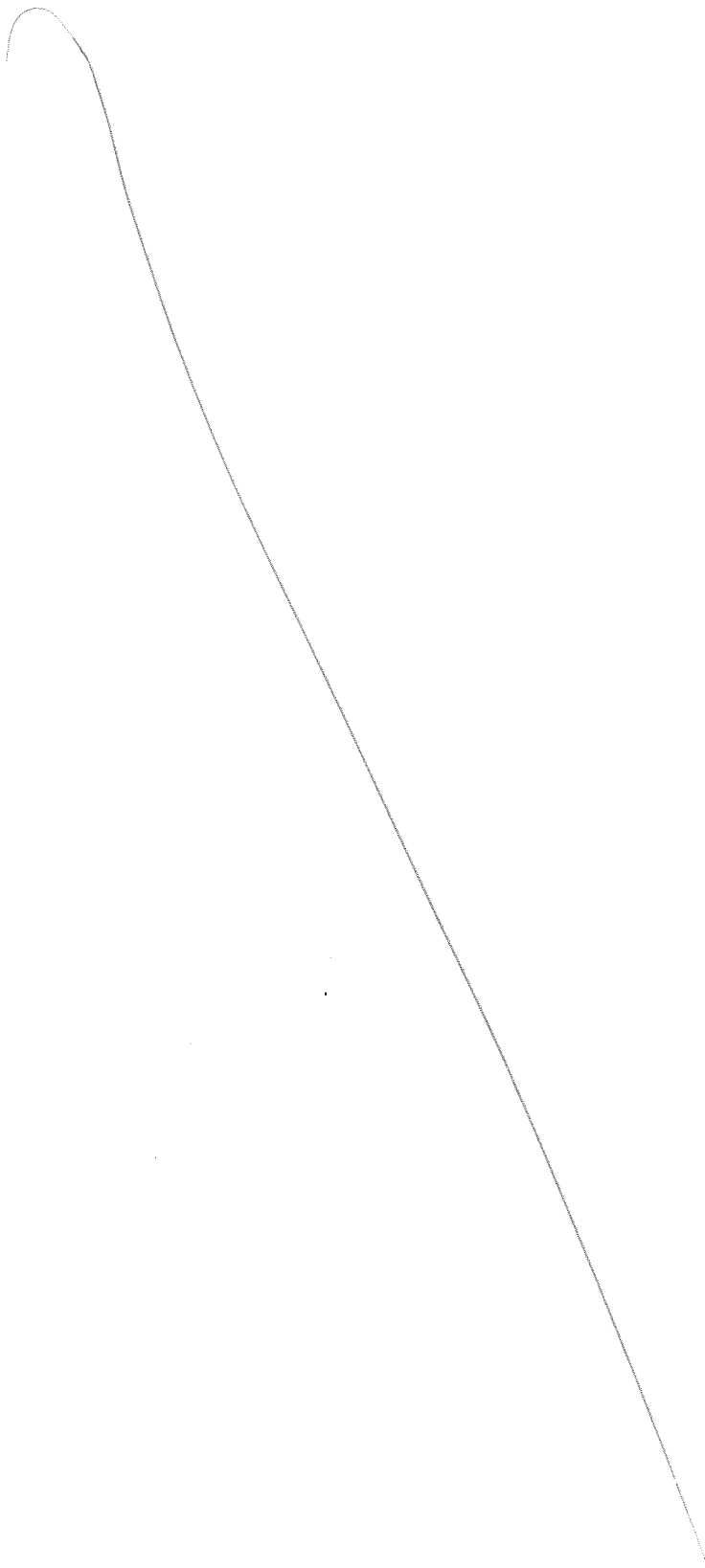
30	DSR-2012 : 17.7.3	Providing & Fixing wash basin with C.I. Brackets painted white ,15mm C.P. Brass pillar tape, 32mm C.P. Brass waste of standard patten including panting of fitting and brackets, cutting and making good the wall wherever required. White Vitreous China Wash basin size 550x400 mm with a pair of 15 mm C.P. brass pillar taps including all carriage of materials.	Nos.	10.00	1679.95	<b>Rupees One Thousand Six Hundred Seventy Nine and Ninety Five Paise Only</b>
31	DSR-2012 : 17.31	Providing & fixing 600 x 450mm bevelled edge mirror of superior glass ( of approved quality ) complete with 6mm thick hard board ground fixed to wooden cleats with C.P. Brass screw and washers complete. including all carriage of materials.	Each	10.00	674.05	<b>Rupees Six Hundred Seventy Four and Five Paise Only</b>
32	DSR-2012 : 18.7.1	Providing & fixing chlorinated polyvinyl chloride ( CPVC ) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings including fixing the pipe with clamps at 1mt spacing. This included jointing of pipe & fitting with one step CPVC solvent cement and testing of joints complete for 15mm nominal outer dia .Pipes. including all carriage of materials.	R.Met.	73.00	133.95	<b>Rupees One Hundred Thirty Three and Ninety Five Paise Only</b>
33	DSR-2012 : 17.28.1.1	Providing and fixing PVC waste pipe for sink or wash basin including PVC west fittings complete. 32mm dia including all carriage of materials.	Each	10.00	59.50	<b>Rupees Fifty Nine and Fifty Paise Only</b>
34	DSR-2012 : 18.52.1	Providing & fixing C.P. brass stop cock (concealed) of standard design and of approved make conforming to IS:8931. 15Mm nominal bore including all carriage of materials.	Each	10.00	426.55	<b>Rupees Four Hundred Twenty Six and Fifty Five Paise Only</b>
35	DSR-2012 : 18.53.1	Providing & fixing C.P. brass angle valve for basin mixer and geyser points of approved make conforming to IS:8931. 15Mm nominal bore including all carriage of materials.	Each	10.00	449.35	<b>Rupees Four Hundred Forty Nine and Thirty Five Paise Only</b>
36	DSR-2012 : 17.29	Providing and fixing 100 mm sand cast iron grating for gully trap including all carriage of materials.	Each	10.00	24.60	<b>Rupees Twenty Four and Sixty Paise Only</b>
37	NON DSR	Providing and fixing Un plasticized PVC Pipe 75 mm dia including all carriage of materials.	Rmt	45.00	85.00	<b>Rupees Eighty Five Only</b>

Tender approved in favour of Sintex Industries Ltd. @ 5.0% below BOQ rates i.e. total amount comes to Rs. 35,23,845/- (Rupees Thirty Five Lacs Twenty Three Thousand Eight Hundred Forty Five Only)

Sintex Industries Limited  
Plastic Division

*Rayan Rayan*  
Authorised Signatory

*Chief Engineer (Technical)*  
Bihar State Educational Infrastructure  
Development Corporation Ltd., Patna  
8/10/13



## Performance Security

Name of Agency - "Sintex Industries Ltd."

Performance Security of "Sintex Industries Ltd." Of "Simultalla School Building  
Simultalla, Jamui"


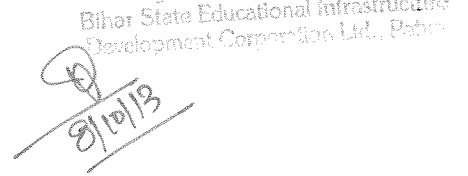
### Detail of BG:-

<u>BG No.</u>	<u>Issue Date</u>	<u>Expiry Date</u>	<u>Amount</u>
0415213BG0000227	13.07.13	12.01.15	177000.00

(Rupees One Lacs Seventy Seven Thousands Only.)

Sintex Industries Limited  
Plastic Division

  
Authorised Signatory

  
Chief Consultant (Civil)  
Bihar State Educational Infrastructure  
Development Corporation Ltd., Patna  
  
8/10/13



# 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/538/2013-14/- 1690

पटना, दिनांक 05-07-2013

प्रेषक,

नरेन्द्र प्रसाद,  
मुख्य परामर्शी (तकनीकी)

सेवा में,

सिन्टेक्स इन्डस्ट्रीज लि०,  
प्लास्टीक डिविजन, 502,  
माँ भगवती कॉम्प्लेक्स,  
बोरिंग रोड चौराहा, पटना, बिहार।

विषय:- सिमुलतला विद्यालय के विद्यालय के Dining hall (Pre-fabricated structures) से संबंधित कार्य के एकरारनामा एवं कार्य प्रारंभ करने के संबंध में।

महाशय,

उपर्युक्त विषयक कार्य की निविदा आपके द्वारा negotiated दर जो निविदित राशि से 5% (पाँच प्रतिशत) कम अर्थात् कुल राशिरु० 35,23,845/- (पैंतीस लाख तेईस हजार आठ सौ पैंतालीस रुपये) मात्र के लिए आपके पक्ष में स्वीकृत किया गया है। अतः निदेश दिया जाता है कि उक्त कार्य के एकरारनामा हेतु रु० 1,77,000/- (एक लाख सतहत्तर हजार रुपये) मात्र का Performance Security जो 3-5 वर्षीय सावधि जमा पास बुक/राष्ट्रीय बचत पत्र के रूप में Managing Director, BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. के नाम से प्रतिज्ञिप्त (Pledged) हो अथवा एकाउंट पेयी डिमांड ड्राफ्ट/फिक्सड डिपोजिट रसीद/बैंक गारंटी, जो राष्ट्रीयकृत बैंक/अनुसूचित बैंक द्वारा निर्गत एवं BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. के पक्ष में पटना में भुगतये हो तथा जिसकी वैधता अवधि 18 (अठारह) माह होगी, जमा कर एकरारनामा कर लें। साथ ही निदेश दिया जाता है संबंधित कार्यपालक अभियंता एवं सहायक अभियंता से संपर्क स्थापित कर कार्य प्रारम्भ कर दें। कार्य समाप्ति की अवधि 75 (पचहत्तर) दिन होगी।

(नरेन्द्र प्रसाद)

मुख्य परामर्शी (तकनीकी)

पटना, दिनांक 05-07-2013

ज्ञापांक : BSEIDC/FIN/538/2013-14/- 1690

प्रतिलिपि : कार्यपालक अभियंता / सहायक अभियंता को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।

Sintex Industries Limited  
Plastic Division

*Rajiv Ranjan*  
Authorised Signatory

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

मुख्य परामर्शी (तकनीकी)





# **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.

## **NOTICE INVITING TENDER ( ITEM RATE BASIS)**

N.I.T. No. : 05/2013-14

(Through e-procurement mode only – [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in))

1. BSEIDC Ltd. Patna invites Re e-tendering on Item Rate Basics from reputed Pre-fab manufacturing firms having ISO certification and adequate experience of similar nature for the following work:-

Sl. No.	Name of work	Estimated cost (In Rs. Lakh)	Earnest Money (In Rs. Lakh)	Cost of B.O.Q. (In Rs.)	Time of Completion
1	2	3	4	5	6
1.	Construction of Pre-Fabricated dinning hall in the campus of Simultalla Residential School, Simultala at Jamui, Using Pre-fab structures (Factory made continuous sandwich PUF Panels) as wall and roofing materials.	32.97106	0.66	6150.00	75 Days

2. DATE OF ISSUE OF NOTICE INVITING TENDER : DT. 02.05.2013
3. PERIOD OF SALE OF BID DOCUMENT (Download) : FROM 10.05.2013 TO 27.05.2013 Upto 15:00 HOURS  
on Website : [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)
4. TIME, DATE AND PLACE OF PRE – BID MEETING : TIME : 15:00 HOURS DT 15.05.2013, in the Office of Managing Director, BSEIDC, Patna.
5. LAST DATE AND TIME FOR RECEIPT (Upload) OF BIDS : DT. 28-05-2013 upto 15:00 HOURS  
on Website : [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)
6. TIME AND DATE OF OPENING TECHNICAL BIDS : DT. 29.05.2013; At 15:30 HOURS.  
on Website : [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)
7. TIME AND DATE OF OPENING FINANCIAL BIDS: : DT 07.06.2013 ; At 16:00 HOURS  
on Website : [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)
8. PLACE OF OPENING OF BID : THROUGH WEBSITE Only : [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)
9. PERIOD OF BIDS VALIDITY : 120 DAYS.
10. OFFICER INVITING BIDS : Managing Director, BSEIDC, Patna.
11. Any Agency registered with Central Government/ any State Government or any PSU may give the tender but registration with the Corporation will be essential after Award of work.
12. For participating in e – Tendering process, the contractor shall have to get themselves registered to get user ID, Password and digital signature. This will enable them to access the website [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) and download/participate in e – Tender.
13. The blank tender document can be down loaded from [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) and duly filled document can be uploaded on the same website. It is also essential to submit one copy of uploaded tender document in Hard Copy in a separate envelope , self signed on each paper of the Document , for comparing in the office of BSEIDC Ltd., Patna up to next day after last date of submission i.e, up to 15:00 Hours on 29.05.2013.
14. (a) For Earnest Money (B.O.Q.) as mentioned above shall be paid in the form of Bank Draft issued from any Nationalized/Scheduled bank in India and drawn in favour of Bihar State Educational

Plastic Division,

Authorised Signatory


Chief Executive Officer  
Bihar State Educational Infrastructure  
Development Corporation Ltd., Patna



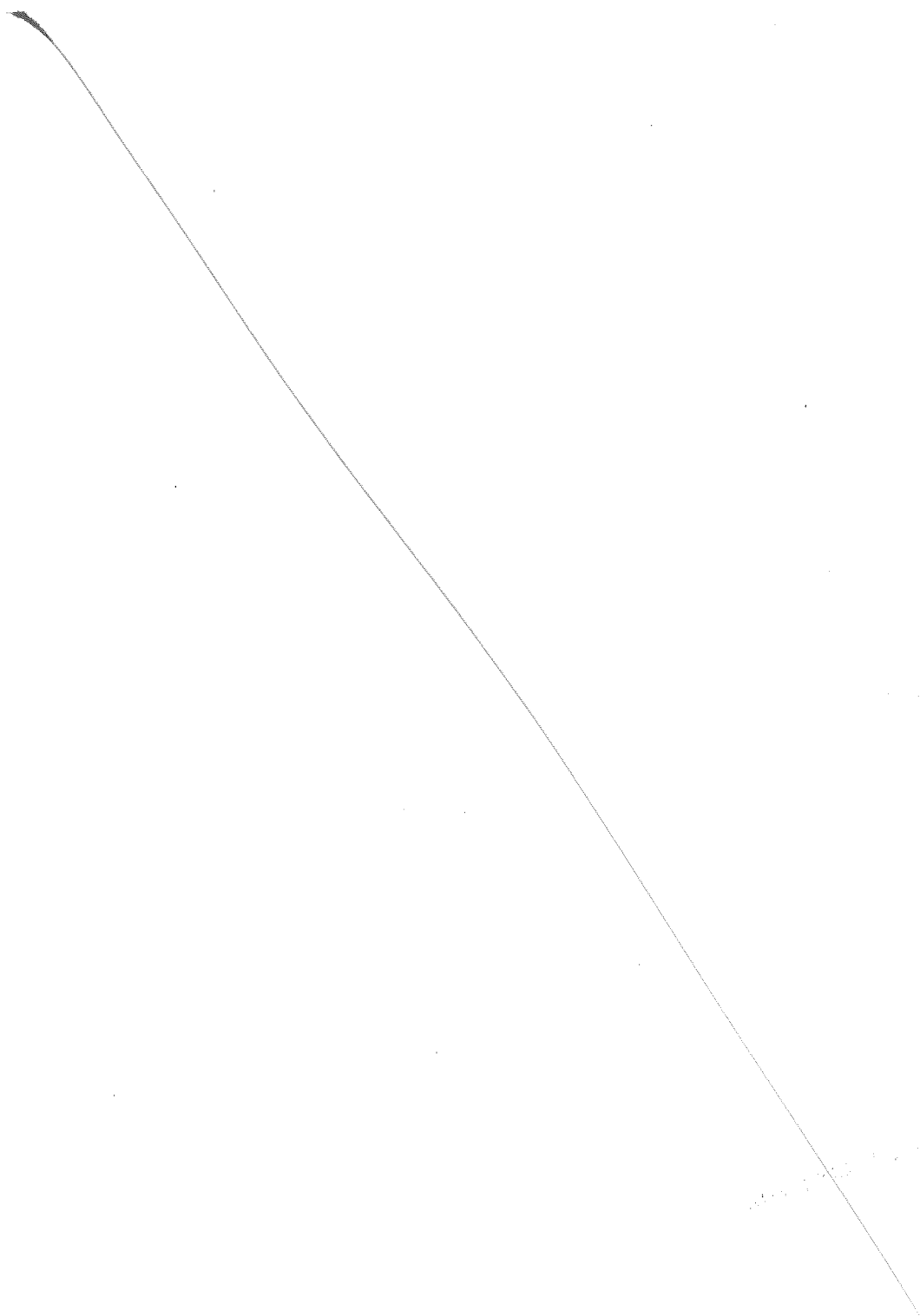
**Infrastructure Development Corporation Limited, Payable at Patna.** Original Bank Draft will have to be deposited in the office of BSEIDC, Shiksha Bhawan, Bihar Rastrabhasa Parishad Campus, Acharya Shiv Pujan Sahai Path, Saidpur, Patna- 800004 on or before 29.05.2013 up to 15:00 HOURS. failing which the tender will be rejected.

(b) Earnest Money shall be paid in the form of National Saving Certificate/ 3 & 5 years Term Post office time Deposit Pass Book duly pledged in favour of **Managing Director, Bihar State Educational Infrastructure Development Corporation Limited, Patna** or in the form of Account payee demand draft/ Fixed deposit receipt/ Bank Guarantee issued from any nationalized/Schedule Bank in India and should be in favour of **Bihar State Educational Infrastructure Development Corporation Limited at Patna.** Earnest Money should be deposited in the office of Managing Director, BSEIDC, Patna and deposited in the office of Managing Director, BSEIDC, Patna on or before 29.05.2013 up to 15:00 Hours failing which the tender will be rejected.

15. Any clarification regarding the above work can be had from the office of the undersigned. For clarification regarding the e – tendering process, e-Procurement HelpDesk may be contacted at e-procurement, Helpdesk, **First Floor, M/22, Bank Of India Building, Road No-25, Sri Krishna Nagar, Patna-800001 (Bihar).** Telephone No. 0612-2523006 / 9939035696

**Sintex Industries Limited**  
**Plastic Division**  
  
**Authorised Signatory**

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



## **TECHNICAL BID**

### **CONSTRUCTION OF PRE-FABRICATED DINNING HALL IN THE CAMPUS OF SIMULTALLA RESIDENTIAL SCHOOL, SIMUTALLA, JAMUI. (BIHAR)**

**(Through e-Procurement mode only- [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in))**

#### **TENDER ON ITEM RATE BASIS**

#### **SPECIAL CONDITIONS**

1. The tenderers are required to deposit the earnest money as prescribed in the NIT.
2. Every page should be signed by the Tenderer. In the event of tender being submitted by a firm, the tender should be signed by the person holding proper power of attorney and the copy of the same should also be submitted.
3. The rates quoted by the contractor should be inclusive of all taxes royalties and other incidental charges.
4. Legal Status, Place of Registration, Principal place of business & Power of attorney of signatory bid.

#### **5.ELIGIBILITY CRITERIA :- To qualify for award of work, the Bidder must possess the following :-**

- (i) DD for required value of B.O.Q. Cost
- (ii) (a) The agency should be manufacturer of PUF Continuous Sandwich Panels certified by reputed test house related to construction technology and should have prior experience of construction of prefabricated structures using Prefab technology, and should have constructed similar structures. using Prefab technology.
- (b) The agency should have ISO 9001/2000 certification.
- (iii) The agency should have prior experience for construction of prefabricated structures using Prefab technology. Completion certificate from clients supporting claims of work undertaken. Experience certificate issued from semi Govt. / Govt. department only be taken into consideration.
- (iv) The agency should have valid labour license.
- (v) The agency should be a registered with Sales tax department of the state.
- (vi) Joint ventures are not acceptable. Only manufacturers with relevant experience as outlined in the qualifying criteria should need quote.
- (vii) Turn over:- Average annual financial turn over on Prefabricated building works should be atleast Rs. 50 Crores, during the last 3 (three) consecutive financial year. Balance sheet issued by Chartered Accountant for the past 3 years to be attached.
- (viii) Profit and Loss:-The tenderer should not have incurred any loss during the last five years ending 31st March of the previous financial year.

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Chief Consultant (Technical)  
Bihar State Educational Infrastructure  
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- (ix) Details of organizational set up – state whether proprietorship, Partnership, private limited or public limited.
- (x) Undertaking to the effect that the applicant has never been blacklisted.
- (xi) Evidence of accesses to Financial Resources as mentioned in Technical bid.
- (xii) Undertaking of able to invest a minimum of cost upto 25% of contract value of work during implementation of contract as mention in Technical bid.
- (xiii) Proposed methodology and programme of construction as mentioned in Technical bid.
- (xiv) Affidavit as mentioned in Technical bid.
- (xv) The bidder must be registered with government organization such as State PWD, CPWD or MES in appropriate category.
- (xvi) The bidder should have approval of reputed Government Institute for quality assurance.
- (xvii) Similar work means – Prefabricated schoolrooms / Academic Facilities etc.
- (xviii) Technical staff they possess as mentioned in Technical bid.

## 6. INSTRUCTION TO TENDERERS

- (i) The contractor shall quote the rates in figure and words against each item of works in Financial Bid Document. In Case of any discrepancy found in any quoted rate, the rate quoted in words shall be treated as vali
- (ii) The Financial bids of only those tenderers qualifying in the technical bid will be opened on the date fixed for opening of financial bid.
- (iii) (a) The Agreement will be executed on PWD F2 Agreement form.
- (iv) (b) Before execution of Agreement, the successful tenderer shall be required to deposit performance security @ 5% of the contract value in the form of NSC/ 3-5 years Post Office Time Deposit Pass Book duly pledged in favour of Managing Director, BSEIDC Ltd., Patna or Account Payee Demand Draft/Fixed Deposit Receipt/ Bank Guarantee issued from any Nationalized /Schedule Bank in India and should be in favour of "Bihar State Educational Infrastructure Development Corporation Ltd." at Patna and valid for a period of 18 Months.
- (v) (c) Security Deposit of 5% shall be deducted against each bill, which will be released after defect liability period of one year of completion of work.
- (vi) Bid Validity-It will be obligatory on the part of the tenderer to keep his tender open for 120days from the date of opening of Tender.
- (vii) If any tenderer submits false information and/or documents, his Earnest Money Deposit shall be forfeited and he shall also be blacklisted .

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**Plastic Division**

*Rajiv Rayan*  
**Authorised Signatory**

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





(viii) BSEIDC Ltd. reserves the right to reject all / any tender without assigning any reason. In case of any deviation, from the tender specifications and/or tender conditions, the BSEIDC' decision to accept, will be final.

7. **Taxes & Duties:-** Sales Tax, Income Tax, Labour Cess and all other impositions levied under the applicable law will be deducted from the bills.

8. **Payments will be released as per progress of the work.**

9. **Completeness of tender:**

All sundry fittings, assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections as required, and all other sundry items which are useful and necessary for proper assembly and efficient working of the various components of the work shall be deemed to have been included in the tender, whether such items are specifically mentioned in the tender documents or not.

10. **WORKS TO BE DONE BY THE CONTRACTOR:**

Unless and otherwise mentioned in the tender documents, the following works shall be done by the contractor, and therefore their cost shall be deemed to be included in their tendered cost:-

- o Sealing of all floor openings provided by him for pipes and cables, from fire safety point of view, after laying of the same.
- o Painting at site of all exposed metal surfaces of the installation other than pre-painted items and erection shall be however be rectified to the satisfaction of the Engineer-in-charge.
- o Temporary shed and storage space required over the storage with locking arrangement thereof, and watch and ward of the materials and completed installation till completion of the work.
- o Testing and commissioning of completed installation.

11. **TOOLS FOR HANDLING AND ERECTION :**

All tools and tackles required for handling of equipments and materials at site of work as well as for their assembly and erection and also necessary test instruments shall be the responsibility of the contractor.

12. **SITE Inspection:** The tenderer shall acquaint himself with the proposed site of works, its sub-soil strata, underground water table and its approach road or repair of the existing approach and its maintenance during the execution of the work shall be carried out by the tenderer and nothing extra shall be payable over his quoted rates.

13. **Arrangement for work execution :-**

(i) Electricity and water supply shall be arranged by the contractor at his own cost.

(ii) The contractor shall take care of the safety precautions pertaining to the construction of works, such as excavation, trenching, blasting, demolition, provision of scaffolding, ladder, working platforms, gangways, mixing asphalt materials, electric arc / gas welding, use of hoisting and construction machinery. Nothing extra shall be payable in this account.

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- (iii) The contractor shall be responsible for watch and ward of the building, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures against pilferage and breakage during the period of installation and thereafter till the building is physically handed over to the department.

(SIGNATURE OF TENDERER)

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*Rajiv Rayan*  
Authorised Signatory

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

*[Signature]*  
8/10/18



## Annexure – I

### Projects under execution or awarded


Sl No.	Name of work/Project and location	Owner or sponsoring organization	Cost of work	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Slow progress if any, and reasons there of	Name and address /telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Note : Attach additional pages, if necessary.

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Signature of Tenderer

  
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DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST FIVE YEARS ENDING LAST DAY OF THE MONTH OF MARCH 2013.

- Indicate gross amount claimed and amount awarded by the arbitrator.

Signature of Tenderer

  
Authorised Signatory

Chief Consultant (Technical)  
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**Annexure – III**

**UNDERTAKING IN FORM – A**

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

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

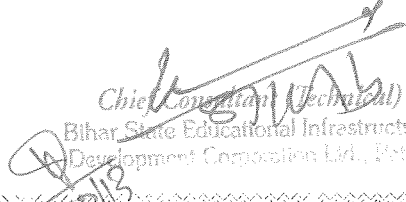
Full Name of contractor : \_\_\_\_\_  
: \_\_\_\_\_

Full address : \_\_\_\_\_  
: \_\_\_\_\_  
: \_\_\_\_\_

Registration No. : \_\_\_\_\_

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Annexure – IV

PERFORMANCE REPORT OF WORKS REFERRED TO IN ANNEXURE I & II

1. Name of work/Project & Location :

2. Agreement No. :

3. Completion Cost :

4. Tendered Cost :

5. Date of start :

6. date of completion :

(I) Stipulated date of completion :

(II) Actual date of Completion :

7. Amount of compensation levied for delayed completion, if any.

8. Amount of reduced rate items, if any.

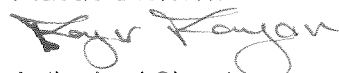
9. Performance Report :


(1) Quality of work	Very Good/Good/Fair/Poor
(2) Financial soundness	Very Good/Good/Fair/Poor
(3) Technical Proficiency	Very Good/Good/Fair/Poor
(4) Resourcefulness	Very Good/Good/Fair/Poor
(5) General behavior	Very Good/Good/Fair/Poor

Date :

Executive Engineer or Equivalent

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Annexure – V

**DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK**

Sl No.	Designation	Total Number	Number available for this work	Name	Qualifications	Professional experience and details of work carried out	How these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9

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Signature of Tenderer

  
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## LIST OF APPROVED MAKE FOR ELECTRICAL WORK

### Power Distribution Equipment.

a) MCB Boards / MCB's / ELCBs.

1. Havells.
2. Standard.

b) MCCBS.

1. L & T.
2. GE
3. Havells

### Light / Power Cables / Telephone cables.

1. Anchor.
2. Havells
3. Finolex

### PVC pipe & bends, accessories.

1. AKG.
2. Plaza.
3. MALHOTRA

### Switches / Sockets.

1. Anchor.
2. Kany

### Phenolic laminated sheet 3mm thick.

1. Hylam.

### Ceiling Rose.

1. Anchor.
2. Kany

(SIGNATURE OF TENDERER)

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## CONFIRMATION


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

It is further certified that I / we have not been blacklisted / debarred from tendering by any of the departments the registration of which is deemed valid in \_\_\_\_\_.

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8/10/13  
Signature of Tenderer



## 1. BRIEF DESCRIPTION OF WORK

- (i) The work shall be executed as per specifications approved design and drawing and direction of Engineer-in-Charge.
- (ii) The work shall consist of mainly the following items
- Earth work
  - Cement concrete work
  - Brick work
  - Flooring work
  - Finishing work
  - Supply of pre-fabricated materials at site
  - Erection of Prefabricated Structures.
  - Door and windows work
  - Miscellaneous works like plinth protection etc.
  - Plumbing work--installation of internal water supply works and connection to external system.
  - Provision for overhead tank.
  - Internal electrical work
  - Internal storm water drains work etc.
  - Painting work.

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## SPECIFICATION

### CIVIL WORK:

Excavation for foundation up to 1.5 mt depth including sorting out stacking of useful materials and disposing the Excavated stuff up to 50 mt. Lead. Rate includes back filling of earth. (A) Soft Rock Not Required Blasting
Filling (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20 cm in depth consolidating each deposited layer by ramming and Watering with Available earth
Supplying and filling in foundation and plinth with Murom or selected soil in layers of 20cm thickness including watering, ramming and consolidating etc. completed.
Providing and laying cement concrete 1:3:6 (1 Cement: 3 Coarse Sand: 6 Aggregate 20mm nominal size) and curing complete excluding cost of centering shuttering all work up to plinth level.
Providing and laying cement concrete 1:4:6 (1 Cement: 4 Coarse Sand: 6 Aggregate 20mm nominal size) and curing complete excluding cost of centering shuttering all work up to plinth level.
Brick work with bricks of class designation 100A in foundation and plinth in cement mortar 1:6 (1 cement : 6 fine sand).
Providing 15 mm thick cement plaster in single coat on brick/concrete wall for interior plastering up to floor two level finished even and smooth in cement mortar 1:4 (1 cement 4 sand) :
Providing & Fixing Ceramic Glazed floor tiles 300 x 300mm.
Providing & applying three coats of External Cement Based "Snow Cem" from Snow Cem or equivalent with brush on exterior surfaces at all heights& all places including scaffolding to give even shades including thoroughly brushing the surfaces free from mortar dropping and other foreign matter and sand papered smooth etc complete as per the manufacture's specification & to the satis faction of Engineer In charge or Architect(Newly plastered surfaces requires three coats -first coat with 100% dilution & two coats with 40% dilution)
Providing & Fixing cromium plated brass half turn Angle cock / stop tap of approved quality including fixing pipe etc comp. 15MM dia  ; Sintex Industries Limited Plastic Division

  
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Chief Executive Officer  
Bihar State Educational Infrastructure  
Development Corporation Ltd., Patna



Providing and fixing wash basin with single hole for pillar trap with CI or MS brackets painted white including cutting holes and making good the same but excluding fitting a) Vitreous china flat back wash basin 550mm X 400mm size in white colour

PVC West Pipe 40mm Dia Flexible rigid type for Urinal & Wash Basin

Providing and fixing 100 mm sand cast iron grating for gully, floor or Nahani trap.

Providing and fixing 600mmX450mm beveled edge mirror of superior glass mounted on 6mm thick A.C. sheet or plywood sheet and fixing to wooden plug with C.P. brass screws and washers.

Providing and fixing of screwed down bib taps of following size b) Brass chromium plated screw down bib tap. l) 15mm

Providing and fixing pillar tap capstan head screw down high pressure with screw and back nuts l) 15mm

Providing and fixing brass screw down stop tap l) 15mm

G.I. Pipe

c) 25mm dia

d) 15mm dia

Structural steel work welded in built up sections, trusses and framed work including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.

Providing and fixing aluminum work for door, windows, ventilator and partition with extruded built up standard tubular sections/appropriate Z sections, fixed with rawl plugs and screws or fixing clips, or with expansion hold fasteners including necessary filling up of gaps at junctions, at top, bottom and sides with required PVC / neoprene felt etc. Aluminum sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminum snap beading for glazing/panelling, C.P.brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing and panelling to be paid separately)

Anodised aluminium ( anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15 ) (Glazing and panelling to be paid separately)

Providing and fixing glazing in aluminium door , window, ventilator shutters and partitions etc. with PVC/ neoprene gasket etc. complete as per the architectural drawings ( Cost of aluminium snap beading shall be paid in basic item)

with float glass panels of 4.0 mm thickness

Providing and fixing aluminum sliding door bolts ISI marked anodised transparent or dyed to required colour of shade with nuts and screws etc. complete.

300 x 16 mm

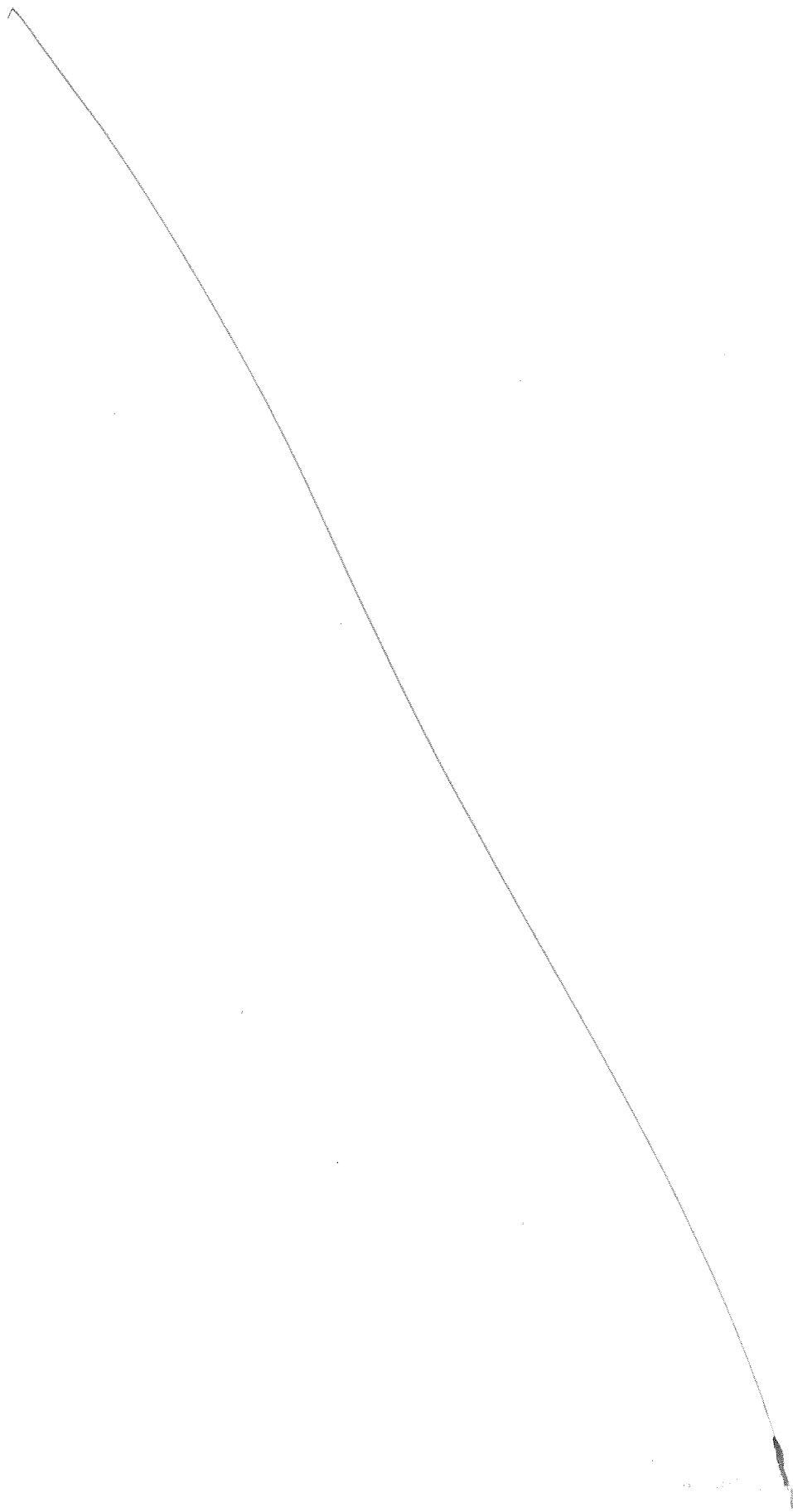
250 x 16 mm

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Providing and fixing aluminum tower bolts ISI marked anodised transparent or dyed to required colour of shade with nuts and screws etc. complete.

150 x 10 mm

100 x 10 mm

Providing and fixing aluminum Handles ISI marked anodised transparent or dyed to required colour of shade with nuts and screws etc. complete.

125 mm

Providing and fixing Plain sheet Ridges, gutter, valley fixed with polymer coated J Or L hooks, bolts and nuts and screws complete.

0.50 mm thick.

Providing and fixing door shutters made out of G.I. Pre coated sheets with an average wall thickness of 0.25 mm on both side. M.S. Tube having dimensions of 19 x 19 mm is inserted along the hinge side of the door. Core of the door shutter should be filled with high density polyurethane foam. All four sides of the door are covered with same G.I. Pre coated sheets. The shutter shall be reinforced with suitable wooden blocks to take up necessary hardware. Stickers indicating location of the hardware will be pasted at appropriate places.

a) 35mm thick - Single leaf.

Providing and fixing PUF Insulated sandwich panels for wall cladding. The wall panels shall be 50 mm thick continuous sandwich panels made out from continue line method. Panel having 0.5 mm thick pre coated steel sheet on both side of Polyurethane foam. The panels are joint together by tongue and groove method. PU Foam must be self-extinguishing, fire retardant type having density of 38 Kg/Cu.mt.( +, - 2 Kgs).

Providing and fixing PUF Insulated sandwich panels for Roof cladding. The roof panels shall be 40 mm thick continuous sandwich panels made out from continue line method. Panel having 0.5 mm thick pre coated Profile steel sheet on outer side and 0.35 mm thick Pre coated plain sheet on inner side of Polyurethane foam. PU Foam must be self-extinguishing, fire retardant type having density of 38 Kg/Cu.mt.( +, - 2 Kgs). The roof panels are laid over a frame work of trusses, columns and purlins fixed using suitable fasteners like J-hooks or self drilling bolt.

Providing and fixing the false ceiling shall be made out with extruded PVC section. The section shall be 250mm wide and 6mm thick. The section shall be joined together by tongue and groove method. The suspended grid work shall be made out of MS hollow rectangular tube size 22 x 18 mm or other suitable rolled sections. G.I. Wire shall be used for tie to ceiling grid with purlins / trusses. At corner of wall to ceiling are covered with PVC angle fixed with suitable size screw etc. The PVC material shall be as per IS:10151:1982.

Providing and applying two coats of good quality enamel paints on all MS Structure.

Providing and fixing the hardware items like G.I. Nut-bolt with washers, Aluminum pop rivets, self tapping screw, Jasdi khila, screw etc in sufficient quantity for installation of prefabricated Hostel building..

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Plastic Division

*Rajiv Ranjan*  
Authorised Signatory

Chief Consultant (Technical)  
Bihar State Educational Infrastructure  
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*8/10/12*



Providing and fixing the Sun shed for door / window. The sunshed shall be made out with 0.5 mm thick Pre coated sheet and it will be fixed on wall panels with suitable fastners. The sunshed shall be min. 250 mm projected.

Providing and fixing the Flashing items like U- Track, Corner angle, C-channels etc. The flashing shall be made out with 0.5 mm thick Pre coated sheet and it will be fixed with suitable screws or pop rivets.

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*Rajiv Ranjan*  
Authorised Signatory

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

*[Signature]*  
8/10/18



## ELECTRICAL WORK :

point wiring in steel 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 steel conduit, with modular switch, modular switch, suitable size M.S.box and earthing the point with 1.5 Sq.mm FR PVC insulated
a) Group C
Circuit/Sub-main wiring in steel conduit:
Wiring for circuit/sub main wiring alongwith earth wire with the following sizes of PVC insulated copper conductor, single core cable in surface/recessed steel conduit as required
3 X 1.5 SQ MM WIRE
3 X 2.5 SQ MM WIRE
3 X 4.0 SQ MM WIRE
WIRING FOR POWER PLUG WITH 4. SQ MM WIRE
S/F modular type switch/socket
Supplying and fixing following modular switch/socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required,
4 MODULE
MODULAR BLANK PLATE
S/F power plug point modular type accessories:
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 15/16 & 5/6 amps modular socket outlet and 15/16 amps modular switch, connection, painting etc. as required.
SUPPLYING AND FIXING STEPPED TYPE FAN REGULATOR ON THE EXISTING MODULAR PLATE
SUPPLY OF Light Fixture
SUPPLY of pre-wired , fluorescent fitting/compact fluorescent fitting of all types, complete with all accessories and tube etc. directly on ceiling / wall, including connection with 1.5 sq.mm FR PVC insulated, copper conductor, single core cable and earthing etc. as required
SUPPLY OF ceiling Fan:
SUPPLY of ceiling fan including the down rods of standard length (upto 30cm) with 1.5 sq.mm FR PVC insulated, copper conductor, single core cable and earthing etc. as required
SUPPLY OF EXHAUST Fan:
SUPPLY of EXHAUST FAN 300 MM PLASTIC BODY with 1.5 sq.mm FR PVC insulated, copper conductor, single core cable and earthing etc. as required
SUPPLY OF CFL 18/23 W
Carriage of fan:
Carriage of ceiling fan and regulator/exhaust fan from store to site as required
ITC OF TUBE LIGHT FITTINGS
ITC OF CEILING FAN
ITC OF EXHAUST FAN
MCB DISTRIBUTION BOARDS
TPN 12 WAY SINGLE DOOR DB WITH MCB AND ELCB/ RCCB
EARTHING
a) G.I. PLATE ELECTRODE

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