Name of Work- Construction of Upgraded Secondary School Building in Bihan Schedule XLV-Form No. 87. No. USS-120(B), M.S. Upani Rangarh, Kaimur, BIHAR PUBLIC WORKS DEPARTMENT greenent No[ Form No. F-2]- 135. F2 of 2015-16.
ITEM RATE TENDER AND CONTRACT FOR WORKS 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 Camount of the security deposit to be deposited by the successful tenderex and the percentage if any to be deducted from bills, copies of the specifications, designs and any other documents required in connection with Othis 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 eventof the tender being submitted by a firm, it must be signed separately by each member there of or in the event of the absence of any partner, it must be signed on his behalf by a person holding 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 tenJer 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 Cthe 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 a intending tender Owithout 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 If the amount of the estimate exceeds Rs. 2,000 but does not exceed Rs. 5,000 If the amount of the estimate exceeds Rs. 5,000 but does not exceed Rs. 10,000 For each additional Rs. 5,000 or portion of Rs. 5,000 additional earnest money 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 to tender for two or more works shall submit a separate tender for each Tender shall bear the name of the work to which they refer written outside the envelop. Cash deposits for earnests money here in before mentioned shall be made in Government Treasuries and the challan there of should be enclosed with the tender. Santaly Hamas Sange

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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 a comparative statements in a suitable form. In the event of a tender being rejected the challan for the earnest money forwarded therewith shall there upon be returned to the tenderer with a pay order for the amount of
  - 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 cepies 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 priscribed time. The tender with the specilication and other documents signed by the tenderer will then be forwarded for acceptance and the security money deposited shall be refunded

- 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
- 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 credite. At least half of this security inclusive of the earmest money shall be deposited by the tenderer within such time as may be notified to him in writing by the officer opening tender,

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

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, of the is not so competent shall send the form for signature of the acceptance of the officer competent to accept the sender.

## TENDER FOR WORKS

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

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

Dated the

day of

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\*Signature of contractor be fore comission of tender

witness :

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 19

signature of the offic

Acceptances communicated on.....

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## CONDITIONS OF CONTRACT.

Compensation

Clause 1:- All compensation or other sums of payable by the contractor of Government under the terms of his contract may be deducted from, paid by the sale of sufficient part of his security deposit or from the Interest arising therefore or from any sum 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 suc deduction or sale as aforesaid, the contractor shall within ten days there after make good cash or Government securities endorsed as aforesaid any sum or sums which may have bee deducted from, or arised by, sale of his security deposit of any part thereof

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

Clause 2:- The time allowed for carrying out the work as entered in the tender sha be strictly observed by the contractor and shall be reckoned from the date on which the wirtter order to comence work is given to the contractor. The work shall throughout the stipulate 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 contract or ) and the contractor shall pay a compensation an amount equal to ½ 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 unfinishe 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 exceed 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 a compensation an amount equal to ½ 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 enterest 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 secutive deposit of the contractor shall start forfeited, and be absolutely at the disposal of

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(b) To employ labour paid by the Public Works Department and to supply materials to out the work, or any part of the work, debitting the construction with the cost of the labour nd the price of the materials (of the amount of which cost and price certificate of the Engineercharge shall be final and conclusive against the contractor), and crediting him with the value I the work done, in all respects in the same manner and at the same rates as if it had been carried t by the contractor under the terms of his contract, the certificate of the Executive Engineer as 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 ontractor as shall be unexecuted out of his hands, and to give it to another contractor to complete twhich case any expenses which may be incurred in excess of the sum which would have been gid to the original contractor if the whole work had been executed by him (of the amount of which xcess the certificate in writing of the Executive Engineer shall be final and conclusive) shall be orn and paid by the original contractor and made be deducted from any money due to him by lovernment under the contract or otherwise, or from his security deposit or the proceeds of sale ereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Engineer, the ontractor shall have no claim to compensation for any loss sustained by him by reason of his aving purchased or procured any materials or entered into any engagement, or made advances in account of or with a view to execution of the work or the performance of the contract. And in ase the contract shall be rescinded under the provision aforesaid, contractor shall not be entitled of recover or be paid any sum for any work there-to-fore actually performed under this contract pless and until the Executive Engineer shall have certified in writing the performance of such Fork and the value payable in respect thereof and he shall only be entitled to be paid the values o 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 tion if action not take he non-exercise there of shall not contitury 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 me 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 preceeding clause he may, if so desires, take possession of all or any tools, Power to take possession plants, materials and store, in or upon the works of the site thereof or belonging to the contractor of or require removal of or procured by him and intended to be for the execution of the work or any part there of 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 thereof 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 conclusive against the contractor.

Clause 5 :- If the contractor shall desire any extension of the time for completion of the work, on the ground of his having been unavoidably hindered in its execution or on any other 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 be desires such extension as aforesaid and the Executive Engineer shall, if in his opinion (which shall be "nal) reasonable grounds be shown thereof authorised such extension of time, if any, as may in Tis opinion be necessary or proper. The Executive Engineer shall at the same time inform the 22-6-2013 ontractor whether he claims compensation for the delay

contractor remains liable to pay compensa-

Extension of time

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Final certificate

Clause 6: On completion of the work, the contractor shall be furnished with a certificat by the Executive Engineer (herein after called the Engineer-in-charge) of such completion, i.e. no such certificate be given, nor shall the work be considered to be complete until the contractor no such certificate be given, nor shall the work be considered to be complete until the contract. shall have removed from the area of the premises (to be distinctly marked by the Executivy Engineer in the site plan) on which the work shall be executed all scaffolding surplus material and rubbish, and cleaned of the dirt from all wood-work, doors, windows. walls, floorrs or othe parts of any building, in upon or about which the work is to be executed, or of which he me have had possession for the purpose of the execution thereof, not until the work shall have bee 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, surpl materials and rubbish and cleaning off dirt on or before the date fixed for completion the wor the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surp materials and rubbish and dispose of the same as the thinks fit and clean of such dirt as aforesail and the contractor shall forth with pay amount of all expense so incurred, and shall have claim in respect of any such scaffolding or surplus materials as aforesaid, except for any su actually realised by the sale thereof.

Fayment of in terms date as advance and Bill to be submitted monthly

Clause 7:- A bill shall be submitted by the contractor each month or before the date fil certificate to be regarded by the Engineer-in-charge for all work executed in the previous months and the Engineercharge or his subordinate shall take the requisite measurement for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible, before the expiry of days from the presentation of the bill. If the contractor does not submit the bill within the tim fixed as aforesaid, the Engineer in-charge or his subordinate shall measure up the said work the presence of the contractor whose counter whose counter signature on the measurement will be sufficient warrant, and the Engineer-in-charge or his subordinate shall prepare at 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 payme 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 when the security is a security of the security. of advance against the final payments only and not as payments for work actually done at completed and shall not precinde the reputing of bad, unsound and imperfect or unskilful we to be removed and taken away and reconstructed or recreated be considered as an admissiof due performance of the contractor, or any part thereof in any respect, or the actual of a 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 accordance with the rules of the department in the presence of the contractor within the moof 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 spedescription of material to be supplied from the Engineer in-charge's stores or if it is required the the contractor shall use certain stores to be provided be the Engineer-in-charge under 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. not so as in any way to control the meaning or effect of this contract are specified in schedule memorandum here to annexed) the contractor shall be supplied with such materials and st noted in the annexed such schedule required from time to time to be used by him for purposes of the contract, only and the value of the full quantity of materials and store supplied at the rates specified in the said schedule may be set off or deducted from any su then due or there after to become due to the contractor under the contract or otherwise against or form the security deposit, or the proceed of sale thereof, if the same is held Government security the same or sufficient portion thereof in this case sold for the purpose materials supplied to the contractor shall remain the absolute property of Government and not on any accounts he removed from this site of the work and shall at all times be ope

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

Clause 10 :- The contractor shall executive the whole and every part of the work in the nost substantial and workman like manner, and both as regards materials and otherwise in very 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 inged by the Engineer-in-charge and lodged in his office and to which the contractor shall be intille to access at such office, for the purpose of inspection during office hours, and the contractor hall, if he so require be entitled at his own expenses to make or cause to be made copies of The specification, and of all such designs, drawings and instructions as aforesaid.

Clause 11 :- Engineer-in-charge shall have power to make any alteration in additions to he original specifications, drawings and instructions that may appear to him to be necessary or dvisable during the progress of the work. The contractor shall be bound to carry out the work n accordance with any instructions which may be given to him in writing signed by the Engineer--charge, and such alteration shall not invalidate the contract and any additional work which he contractor may be directed to do in the manner above specified as part of the work shall be arried out by the contractor on the same conditions in all respects on which he agreed to do he main work, and at the same rates as are specified in the tender of the main work. The time r completion of the work shall be extended in the proportion that the additional work bears to he original contract work and the certificate of the Engineer-in-charge shall be conclusive as to uch proportion and to the additional work includes any class of work, for which no rates is Do not in validate contract specified in this contractor then such class of work shall be carried out at the rates entered in e 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 ben 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 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 astly herein before mentioned then and in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-incharge in the event of a disputes the decision of the superintending Engineer of the circle will be

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

Clause 12:- If at any time after the commencement of the wok the Government of Bihar shall for any reason whatsoever not require the whole thereof as specified in the tender to be Parried 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 dvantage, which he might have derived from the execution of the work in full, but which he did hot derive in conquence of the full amount of the work not having been carried out neither shall compensation for afterhe have any claim for compensation by reason of any alternation having been made in the action in or restriction priginal specification, drawing, designs and instruction which shall involve any installment of he work as originally contemplated clause 12 (a) As contained in G O 1929 dated 11.9.56.

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Work to be executed accordance with specification drawing other etc.

Alteration in specifications

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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 a 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 dificulties 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 form the date of such failure or delay, such extension of time shall be granten to the contractor for completion of the work as shall appears to the Engineer to be reasonable in accordance with the circumstances of the case. The decision of the Executive Engineer as to the extension of time shall be accepted as finally by the contractor.

Action and compensa tion 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 not in accordance with the contract, the contractor shall on demand in writing form the Engineer-incharge specifying the inadverentaly passed certified and paid for, forthwith rectify or remove and re-contract the work so specified in whole or in part as the case may remove the materials 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 Engineerin-charge in his demand aforesaid the contractor shall be laible to pay compensation at the rate of one percent, on the amount of the estimate for every day not exceeding ten days while his failure to do so shall continue and in the case of any such failure the Engineer-in-charge may certify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor

Work to be taken to inspection

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

Contractor or responsible Agents to be present.

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

Notice to be taken

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

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

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fore seal, the contractor shall make the same good at his own expense, or in default, the Contractor Hable for gineer-in-charge may cause the same to be made be good by other worksmen and deduct the demage done and for ense of which time thereafter may become due to the contractor, or from his security deposit, imperfection a months the proceed of sale there of, or of a sufficient portion there of the security deposit at the ractor shall not be refunded before the expiry of three months (six months in the case of a roadrk) after the issue of the certificate final or otherwise of completion of work provided that in the e of a road work if in the opinion of the Engineer-in-charge behalf of the security deposit will 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 kerials) if any as may in accordance with the contract be supplied from the Engineer-in-charge's plantladder scaffolding res). Plants, tools, application, implements, ladders, cordage, tackle scaffolding and tempo-etc y works requisits or proper for the proper execution of the work whether original, altered or bstituted and whether include in the specification or other documents forming part of the ntract or referred to in these conditions or not or which may be necessary for purpose of isfying or complying with the requirement of the Engineer-in-charge as to any matter as to ich under these conditions he is entitled to be satisfied which he is entitled to require together h carriage therefore to and form the work. The contractor shall also supply without charge the quisite number of persons with the means and materials necessary for the purpose of setting works, and counting, weighing and assisting in the measurement or examination at any time d form time to time of the work or materials failing his so doing the same may be Provided by Engineer-in-charge at the expense of the contractor and the expenses may be deducted from y money due to the contractor under the contract from his security deposit or the proceeds of e thereof or of a sufficient portion thereof. The contractor shall also provide all necessary ncing and lights required to protect the public from accident, and shall be bound to bear to And is liable for damage penses of defence of every suit action or other proceeding at law that may be brought by any arising for non-provision erson for injury sustained owing to neglect of the above precautions and to any such person or of light fencing etc. lich may with the consent of the contractor be paid to compromise any claim by any such

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

The executive Engineer shall have the right to enquire into the case and decide any omplaint alleging that the wages paid by the contractor to any labourer for the work done by such pour 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 mployed by contractor is below the age of twelve years and to refuse to allow any labourer whom decided to be below the age of twelve years to be employed by the contractor.

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

Small Kind Homes

Work not to be subject

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

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Such payable by way of pensation without reference to actual loss

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

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 sar consequences shall ensure as if the contract has been rescinded under clause 3 hereof, and addition the contractor shall not be entitled to recover or be paid for any work therefore actua performed under the contractor.

Works to be under direcgineer

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 circ tion of Suprintending En- 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 an 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 containe or as to any question, claim, rights of the parties, or any matter, or things whatsoever in any wa arising out of or relating to the contract designs, drawings specifications, estimates, instructio order of these conditions or otherwise concerning the work or the execution, or failure to execut the same whether arising during the progress of the work of alter the completion or abondmer thereof or as the breach of those contract then either party shall forthwith give to the order notic of such dispute or difference and such dispute or difference shall be referred to the Superintence ing Engineer of the circle and his decision there on shall be final, conclusive and binding on a the parties.

Lum sum in estimate

(a) Clause 24 :- When the estimate on which a tender is made includes lump sum i respect of the contract shall be entitled to payment in respect of the items or work involved of th 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 th Engineer-in-charge, may at his direction pay the lump sum amounts entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum payable to him under the provision of this clause,

Action where specificaiton.

Clause 25 :- In the case of any class of work for which there is no such specification a 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 sha unless there be something either in the subject or context repugnant to such construction b constructed and taken to mean the work by or virtue of the contract contracted to be execute 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 m and ...... certify ...... clearly understand them.

Witness.

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

Particulars	will be c	nich the mate harged to the ntractor	erial e	Place of delivery	
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Note - The person or firm submitting the tender should see that the rates in the above schedules e filled up by the Engineer-in-charge on the issue of the form prior to the submission of the tender.

gnature of Contractor)

(Signature of Executive Engineer)

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

## Bihar State Educational Infrastructure Development Corporation Ltd. **BOQ FOR UPGRADED SECONDARY SCHOOLS IN BIHAR** Group No.: USS-120(B) S.N. District **Block** Name of School 1 KAIMUR Ramgarh M.S. Upari THE ITEM RATES ARE BASED ON BIHAR SCHEDULE OF RATES, BCD, effective from dated: 15.09.2014 & DSR 2014 TENDER FOR WORKS I/we heredy tender for the execution for the Governor of Bihr of the work specifed in the under written memorandum at the rates specified therein within a period of years month from the date of witten order to commence and in accodance in all respects with the specifications designs, drawing, and other documents referred to rule hereof and Subjects to the annexed condation of contract and with such materaials as are provided for by and in other respects in accordance with, such conditions so far as applicable. **MEMORANDUM** (a) If several (A) Name of Work :- CONSTRUCTION OF UPGRADED SCHOOLS IN BIHAR Group No. sub-work are : USS- 120B incuded they should be (B) Estimated Cost :- Rs. 61,93,854=00 Agreement value :- Rs. 57,60,904=00 (b) This deposit will be 5% of (C)Earnest Money:the estimated cost of the (c)This (D) Initial security deposits (including earnest money) to be deposited before the Commencement of the workpercentage deduction from Earnest Money:- Rs. 290000/- (Details attached) hills will be (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 TWELVE MONTHS (G) Date of written order to commence :-(H) Total number of item of work tendered for :- 74 BUILDING WORKS: (Quantity per School) **CIVIL WORKS** Sub SOR Quantity Unit Rate S.N DESCRIPTION Amount N. Ref.N. 2.0 Earth Work WORK IN **EARTH EXCAVATION** over (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including dressing of sides 2.8 and ramming of bottom, lift upto 1.5m including getting out the

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excavated soil and disposal of surplus soil as directed, within a

lead of 50m.

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		2.8.1	ALL KINDS OF SOIL	24.05	CU.M	205.20	Rs. Two hundred five and paise twenty only.
00000	2	2.26	Filling available excavated earth (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 lead of 50 m.	0.00	CU.M	66.40	Rs. Sixty six and paise forty only.
	3	2.28	SUPPLY AND FILLING in plinth & Foundation with local sand and under floors inluding watering, ramming, consolidating and dressing and dressing complete.	173.37	CU.M	192.50	Rs. One hundred ninety two and paise fifty only
	4	2.29.1	SURFACE DRESSING of the ground including removing vegetation and in-equalities not exceeding 15 cm deep and disposal of rubbish, lead upto 50 m and lift upto 1.5 m	3.40	100 SQ.M	718.80	Rs. Seven hundred eighteen and paise eighty only.
1			4.0 Concrete Work				
	5	4.1	Providing and laying of in position cement concrete of specified grade, excluding the cost of centering and shuttering all work upto plinth level.				
		4.1.5	1:3:6 (1 Cement : 3 Coarse sand : 6 graded stone aggregate 40mm nominal size)	18.90	CU.M	2775.70	Rs. Two thosuand seven hundred seventy five and paise seventy only.
,			5.0 Reinforced Cement Concrete				
	6	5.1	Providing and laying of in position, of specified mix of reinforced cement concrete, excluding the cost of centering and shuttering, finishing and reinforcement - all work upto plinth level.				

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		5.1.2	1:1½:3 (1 Cement : 1½ Coarse sand : 3 graded stone aggregate 20 mm nominal size) IN FOUNDATION.	34.12	CU.M	3881.20	Rs. Three thousand eight hundred eighty one and paise twenty only.
00000	7	5.2	Reinforced cement concrete work in wall (any thickness), including attached pilasters, butteresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts, etc. upto floor v level, excluding costs of centering, shuttering, finishing and reinforcement.				
			Col. In plinth & superstructure				
		5.2.2	1:1½:3 (1 Cement : 1½ Coarse sand : 3 graded stone aggregate 20 mm nominal size).	24.84	CU.M	4436.60	Rs. Four thousnd four hundred thirty six and paise sixty only.
	8	5.3+ 5.33B.4	Reinforced cement concrete work in LINTEL BAND upto five level excluding cost of centring, shuttering and finishing and reinforcement with 1:1½:3(1cement: 1½ coarse sand :3 graded stone agreagate 20 mm niminal size)	32.23	CU.M	4422.40	Rs. Four thosuand four hundred twenty two and paise forty only.
	9	5.3+ 5.33B.4	Reinforced cement concrete work in suspended floors & roofs upto five level excluding cost of centring, shuttering and finishing and reinforcement with 1:1½:3(1cement: 1½ coarse sand :3 graded stone agreagate 20 mm niminal size)	63.30	CU.M	4422.40	Rs. Four thosuand four hundred twenty two and paise forty only.

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10		5.3+	Reinforced cement concrete work in beams, upto five level excluding cost of centring, shuttering and finishing and reinforcement with 1:1½:3(1cement: 1½ coarse sand:3 graded stone agreagate 20 mm niminal size)	7.03	CU.M	4422.40	Rs. Four thousnd four hundred twenty two and paise forty only.
11		5.3+ 5.33B.4	Reinforced cement concrete work in STAIRCASE upto five level excluding cost of centring, shuttering and finishing and reinforcement with 1:1½:3(1cement: 1½ coarse sand:3 graded stone agreagate 20 mm niminal size)	8.04	CU.M	4422.40	Rs. Four thosuand four hundred twenty two and paise forty only.
		5.9	Centering and shuttering including struting, propping etc. and removal of form for -				Rs. One hundred sixty six and paise
	12.1	5.9.1	Foundations, footings,bases of columns etc. for mass concrete.	0.00	SQ.M.	166.70	seventy only.
	12.2	5.9.3	ROOF SLAB	506.39	SQ.M.	375.60	Rs. Three hundred seventy five and paise sixty only.
12	12.3	5.9.5	Lintels, beams, plinth beams,-	438.97	SQ.M.	251.30	Rs. Two hundred fifty one and paise thirty only.
	12.4	5.9.6	Columns	393.87	SQ.M.	344.40	Rs. Three hundred forty four and paise forty only.
	12.5	5.9.7	Stairs (excluding landings).	47.72	SQ.M.	321.50	Rs. Three hundrd twenty one and paie fifty only.
		5.22	Reinforcement for RCC work including straightening, cutting bending, placing in position and binding all complete.	1584.30	kg	70.40	Rs. Seventy and paiso forty only.
	13.1	5.22.1	Mild steel 6.00 mm dia				

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	13.2	5.22.7A	Thermo- Mechanically Treated bars TMTC-500- 8mm dia.	8462.34	Kg	74.40	Rs. Seventy four and paise forty only.
$\bigcirc$ 13	3 13.3	5.22.7B	Thermo- Mechanically Treated bars TMTC-500- 10mm dia.	2702.44	Kg	73.10	Rs. Seventy three and paise ten only.
	13.4	5.22.7C	Thermo- Mechanically Treated bars TMTC-500- 12mm dia.	944.47	Kg	71.80	Rs. Seventy one and paise eighty only.
	13.5	5.22.7D	Thermo- Mechanically Treated bars TMTC-500- 16mm dia.	432.11	Kg	72.80	Rs. Seventy two and paise eighty only.
	13.6	5.22.7E	Thermo- Mechanically Treated bars TMTC-500- 20mm dia.	720.33	Kg	72.20	Rs. Seventy two and paise twenty only.
			6.0 Brick Work (A)				
		6.1 A	<b>Brick work</b> with bricks of class of class designation 100 A in foundations and plinth in:	!			
14	14.1	6.1.14A	Cement mortar 1: 6 (1 cement : 6 coarse sand )	25.33501	CU.M	3992.9	Rs. Three thousand nine hundred ninety two and paise ninety only.
	14.2	6.1.12/1	Cement mortar 1: 4 (1 cement : 4 coarse sand )	7.03	CU.M	4184.00	Rs. Four thosuand one hundred eighty four only.
		6.1 A	<b>Brick work</b> with bricks of class of class designation 100 A in <b>superstucture</b> upto floor V level in:		-		
15	15.1	6.1.14 A+6.3A	Cement mortar 1: 6 (1 cement : 6 coarse sand )	173.66	CU. M	4427.50	Rs. Four thosuand four hundred twenty seven and paise fifty only.
	15.2	6.18.4A+ 6.19A	Cement mortar 1: 4 (1 cement : 4 coarse sand )	15.28	SQ.M.	538.30	Rs. Five hundred thirty eight and paise thirty only.
			9.0 Wood Work				
16			Providing and fixing M.S. grills of requirement pattern in frames of windows etc. with M.S. flats square or round bars etc. all complete	1431.17	Kg	91.50	Rs. Ninety one and paise fifty only.

Sandrey Kumon Jungle

1		10.0 Steel Work				
17	10.5	Providing and fixing in position collapsable steel shutters with vertical channels 20X10X2 mm and braced with flat iron ds 20X5 mm size with top and bottom rail of T-iron 40X40X6 mm with 40 mm dia steel pulleys completes with bolts-nuts locking arrangement stoppers handles including applying a priming coat of approved steel primer.	9.76	SQ.M	4115.60	Rs. Four thosuand one hundred fifteen and paise sixty only.
18	10.7	Providing and fixing 1 mm thick M.S. sheet door & window with frame of 40X40X6 mm angle iron and 3 mm gusset plates at the junction and corners all necessary fittings complete including applying a primming coat of approved steel primer.	49.44	SQ.M.	2598.90	Rs. Two thosuand five hundred ninety eight and paise ninety only.

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19		Providing and fixing steel glazed doors, windows and ventilatrs of standard rolled steel sections, joints mitered and welded with 15x3 mm lugs 10 cm long with steel lugs embedded in cement concrete blocks 15x10x10 Cm of 1:3:6 (1 Cement:3 coarse sand : 6 graded stone aggregate 22 mm nominal size) or with woodenplugs and screws or rawl plugs and screws or with fixing clips or with bolts and nuts as required, including providing and fixing of glass panes with glazing clips and special metal-sash putty of approved make complete including applying a priming coat of approved steel primer; excluding the cost of metal beading and other fitting except necessary hinges or pivots as required.	66.50	SQ.M.	2928.10	Rs. Two thosuand nine hundred twenty eight and paise ten only.
20	10.19	Providing and fixing M.S. <b>Fan clamp</b> type 1 of 16 mm	22.00	EACH	121.80	Rs. One hundred twenty one and paise eighty only.
21	10.32.2	Steel work welded in built up sections as per drawing including cutting hoisting, fixing in position and applying a priming coat of approved steel primer using steel in Stairs / Balcony railing.	539.67	K.G.	82.00	Rs. Eighty two only.
22	10.33	Providing and fixing hand rail by welding etc. to steel ladder railings & staircases railing including applying a priming coat of approved steel primer				
	10.33.1	MS tube (medium) 40 mm nominal bore	108.00	K.G.	91.10	Rs. Ninety one and paise ten only.

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		11.0 Flooring				
23	11.4	52 mm thick cement concrete flooring with metallic concrete hardener topping undr layer 40 mm thick cement concrete 1:2:4(1 cement: 2 coarse sand: 4 graded stone aggregate 20 mm nominal Size) and top layer 12 mm thick metallic cement hardener consisting of mix 1:2 (1 cement hardenr miz: 2 stone aggregate 6 Mrr. ominal size) by volume hardning compund is mixed @ 2 litre per 50 kag of cement or as per manufacture specification. This includes cost of cement slurry, etc, but excluding the cost of nosing of steps etc. complete.	664.42	SQ.M	335.20	Rs. Three hunded thirty Five and paise twenty only.
24	11.8	Extra for making chequers of approved pattern on cement concrete floors, steps, landing, pavements etc.	228.28	SQ.M	20.10	Rs. Twenty and paise ten only.
25	11.72	Providing designation 100 - A, <b>BRICK FLAT SOLING</b> joints filled with local sand including cost of watering,taxes and royalty all complete as per building specification and direction of Engineer Incharge.	278.11	SQ.M	227.60	Rs. Two hundred twenty seven and pasie sixty only.
26	11.76	Providing average 150 mm thick dry remmed Khoa beaten to 112 mm (Compacted with water) made of well burnt or Jhama bricks including ramming properly till compacted thickness is achieved. Curing and carriage of water with all leads, making proper slope and blinding the top with cement mortar, (1: 10) all complete as per building specification and direction of E/1	214.53	SQ.M	295.30	Rs. Two hundred ninety five and paise thirty only.

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1			12.0 Roofing				,
27			Providing & fixing on wall face unplasticised - Rigid P.V.C. rain water pipes conforming to IS: 13592 Type A including jointing with seal ring conforming to IS: 5382 leaving 10mm gap for thermal expansion . Single socket ed pipes. 110 mm dia				
		12.78.2	110 MM RAIN WATER PIPE	82.31	Metre	214.20	Rs. Two hundred forteen and paise twenty only.
		12.79.5.2	BEND				
28			110 MM	10.00	EACH	173.70	Rs. One hundred seventy three and paise seventy only.
29		12.79.6.2	SHOE - 110MM	10.00	EACH	314.73	Rs. Three hundred forteen and paise seventy three only.
			13.0 Finishing	-			
30	30.1	13.11.2	Cement Plaster in coarse sand with 12 mm cement plaster 1:4 (1 Cement : 6 Coarse Sand)	229.32	SQ.M.	100.30	Rs. One hundred and paise thirty only.
	30.2	13.11.4	Cement Plaster in coarse sand with 12 mm cement plaster 1:6 (1 Cement : 4 Coarse Sand)	1288.59	SQ.M.	89.30	Rs. Eighty nine and paise thirty only.
			20 mm thick plaster of mix :				
31		13.13.	1:4 (1 Cement; 4 Coarse Sand)	41.62	SQ.M	140.60	Rs. One hundred forty and paise sixty only.
-		13.13.4	20 mm thick plaster of mix :				
32			1:6 (1 Cement: 6 Coarse Sand)	663.40	SQ.M.	123.50	Rs. One hundred twenty three and paise fifty only.
33		13.17.1	12 mm cement Plaster 1:3 (1 Cement : 3 Coarse Sand) finished with a floating coat of neat Cement	48 53	SQ.M.	138.00	Rs. One hundred thirty eight only.

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		6 mm Cement Plaster to Ceiling of mix -				
34	13.24.2	cement plaster 1:4 (1 Cement : 4 Coarse Sand)	448.01	SQ.M.	77.40	Rs. Seventy seven and paise forty only.
35	13.26	Neat Cement Punning	330.08	SQ.M	27.90	Rs. Twenty seven and paise ninety only.
	13.70.	White washing with lime to give an even shade			Service of the servic	
36	13.70.1	New work (three or more coats)	1560.61	SQ.M	11.70	Rs. Eleven and paise seventy only.
37	13.78	Applying one coat of cement primer of approved brand and manufacturer on wall surface.				
	13.78.1	cement primer on outer wall surface	730.49	SQ.M	24.90	Rs. Twenty four and paise ninety only.
38	13.79	Finishing walls with water proofing cement paint of approved brand and manufacture and of required shade to give an even shade				
	13.79.1	New work (three or more coats )	730.49	SQ.M	60.50	Rs. Sixty and paise fifty only.
39	13.93	Painting with <b>Synthetic ename</b> ly <b>paints</b> of approved brand and manufacture of required color to give an even shade.				
	13.93.1	Two or more coats on new work				
		Paiting over Steel surface	283.83	SQ.M	50.90	Rs. Fifty and paise ninety only.

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			23.0 Pile Work					
40	40.1		Making 25 cm (10") dia bore up to 4 Mtr Depth below ground with hand auger of approved quality in ordinary soil (Vide classification of soil item A) true to plumb and without eccentricity in any stage of operation and disposal of gthe excavated earth up to 50 mtr. lead in eluiding all lifts. all complete as per approved disign and directions of E/I		Metre	80.40	Rs. Eighty and paise forty only.	
000000	40.2	23.2.6 BSR-13	63 cm (25) UNDER REAM making 63 cm (25) dia under ream at required with hand auger of approved quality in ordinary soil (Vide classification of soil item-A) true to plumb and without iccentric city in may stage of operation and disposal of the excavated earth up to 50 mts. lead in eluding all lifts. All complete as per approved design and direction of (E/I)	172.00	Each	85.70	Rs. Eighty five and paise seventy only.	

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