Schedule XLV-Form No. 61 Nork-Residual work of +2 Level
School Building at High School, Mahammadpun, Block-Asthawan, Nalanda,
Bihan (SL No. - 05)

BIHAR PUBLIC WORKS DEPARTMENT

Agency - [Form No. F-2] Sanjeev Kumar.
ITEM RATE TENDER AND CONTRACT FOR WORKS

Date of Commencement - 17 - 07 - 2018.

1. All Works proposed for execution by contract will be notified in a form of invitation to tender passed on a board hung up in the office of and signed by the Sub-divisional Officer/Executive Engineer.

This notice will state the work to be carried out the items and approximate quantities thereof as well as the date for submitting and opening tenders also, amount of earnest money to be deposited and the amount of the security deposit to be deposited by the successful tenderex and the percentage if any to be deducted from bills, copies of the specifications, designs and any other documents required in connection with this submission of tender signed for the purpose of identification by the Sub-divisional Officer/Executive Engineer shall also be open for inspection by the contractor at the office of the Sub-divisional Officer/Executive Engineer during office hours.

- 2. In the event of the tender being submitted by a firm, it must be signed separately by each member 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 tender as a firm in which case the receipt must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipt for the firm.
- 4. The memorandum of work tendered or and the memorandum of materials to be supplied by the Public Works Department and their issue rates shall be filled in and completed in the Office of the Subdivisional Officer/Executive Engineer before the tender form is issued. If a form is issued to a intending tender without having been so filled in and completed, he shall request the office to have this done before he complete and delivers his tender.

5. The amount of earnest money to be deposited will be: -		Rs.
If the amount of the estimate does not exceed Rs. 2,000	. •	50
If the amount of the estimate exceeds Rs. 2,000 but does		
not exceed Rs. 5,000		100
If the amount of the estimate exceeds Rs. 5,000 but does	**	
not exceed Rs. 10,000	•	200
For each additional Rs. 5,000 or portion of Rs. 5.000		•
additional earnest money		100

6. Any Person who submits a tender shall fill up the usual printed form stating there at what rate he is willing to undertake each item of the work incomplete tender and tenders which propose any alteration in the work specified in the said form of invitation tenders, or which contain any other conditions of any sort, or omit to note the time within which the work can be finished, or which are not accompanied by the treasury challan for the required earnest money will be liable to rejection. No single tender shall include more than one work, but contractors who will 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.

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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 the
 - 8. The Engineer shall have the right of rejecting all or any of the tenders.
- 9. In the event of a tender being selected for acceptance the Engineer who opened the tenders will, if he is competent to accept the tender, inform the tenderer or the selected tender who shall thereupon sign copies of the specification & other documents mentioned in rules 1 and 4 for the purpose of identification and for his acceptance with the tender. The tender of the selected tender shall also deposit the required amount of the security money within the prescribed time. If the tenderer fails to deposit the required amount of the security money within the prescribed time, the Engineer may reject the tender.

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

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

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

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

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Schedule XLV - Form No. 61	

(3)

TENDER FOR WORKS

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

MEMORANDUM

(a) If several sub-work are included they should be	[a]	Name of work
detained in a separate list.		
	[b]	Estimated cost
(b) This deposit will be 5% of the estimated cost of the	[c]	Earnest money
(Nork.		
(c) This percentage deduction from bills will be	[d]	Initial security deposits (including earnest money) to be deposited befor the commencement of the work
Credited to the contractors security deposit.	· ·	
O	[e]	Percentage to be deducted from bills Rs. 5% (Rupees five percent)
	ក្រ	Time required for the work from date of written order to commence

[g] Date of written other to commence

[h] Total number of item of work tendered for

..... monthly

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Schedule XLV - Form No. 61

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

day of

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*Signature, of contractor before comission of tender

witness:-

Address:-

Occupation:-

Signature of witness to contractor's signature

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

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signature of the officer accepting the tender.

Acceptances communicated on..

signature of the party taking the tender

Compensation

CONDITIONS OF CONTRACT

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

The work should not be considered 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 En- gineer or his. authorised agents are fully contractor to the Engineer's satisfaction.

Clause 2 :- The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the wirtten order to comence work is given to the contractor. The work shall throughout the stipulated period of the contract be carried on with all due diligence (time being deemed to be the essence of the contract on the part of the contract or) and the contractor shall pay as 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 unfinished after the proper date. And further to ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete one fourth of the whole of the work before one - fourth of the whole time allowed under the contract has elapsed one-half of the work before onehalf of such time elapsed and three-fourths of the work, before three fourths of such time has elapsed in the event of the contractor failing to employ with this condition, I shall be liable to pay as compensation an amount equal to 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 waiting to the contractor under the hand of the Executive Engineer shall be conclusive evidence) and in which case the sectitiry deposit of the contractor shall start for elecabsolutely at the disposal of Government.

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

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagement, or made advances on account of or with a view to execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, contractor shall not be entitled to recover or be paid any sum for any work there-to-fore actually performed under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the values 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 the same shall not be exercised the 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 the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected in the event of oxdet 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, plants, materials and store, in or upon the works of the site thereof or belonging to the contractor or procured by him and intended to be for the execution of the work or any part there of paying or allowing for the same in the contract at the account rates, or in case of these not being Rapplicable 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 promises (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 Enginee, as to the expense of any such removal and the amount of the proceeds and expense of any such sale be final and Conclusive against the contractor.

contractor remains liable to pay compensation if action not take under causé 2.

Power to take posession of or require removal of or sall contractor plant.

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

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28/12/13 claims compensation for the delay.

Extension of time



Final certificate

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

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

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

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

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

Clause 9:- If the specification or estimate of the work provides for the use of an

Stores supplied Government

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



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

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

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

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

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

Work to be executed accordance with specification drawing other etc.

Alteration in specifications and designation.

Do not in validate contract

Time in consequence of alteration

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

Compensation for alter-



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 as stores which the Government may have undertaken to supply where such failure is due to:-

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

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

Action and compensation payable in case of work.

Clause 13 :- If it shall appear to the Engineer-in-charge or his subordinate incharge 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-in-charge 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 Engineer-incharge 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 contractcor.

Work to be taken to inspection

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

Contractor or responsible Agents to be present

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

Notice to be taken before work covered up

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

Schedule XLV - Form No. 61

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

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

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

Contractor to supply to plantladder scaffolding

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

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

Work not to be subject

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

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

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

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

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

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

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

Charges in constitution

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 depos of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract has been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contractor.

Works to be under direction of Suprintending Engineer

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

Clause 23: - In case any dispute or difference shall arise between the parties or either of there upon any question relating to the meaning of the specifications, design drawings and instructions here before mentioned or as to the quality of workmanship or materials used on the work or as to the construction of any of the conditions or ara clause or thing there in contained or as to any question, claim, rights of the parties, or any matter, or things whatsoever in any way arising out of or relating to the contract designs, drawings specifications, estimates, instruction order of these conditions or otherwise concerning the work or the execution, or failure to execute the same whether arising during the progress of the work of alter the completion or abondment thereof or as the breach of those contract then either party shall forthwith give to the order notice? of such dispute or difference and such dispute or difference shall be referred to the Superintending Engineer of the circle and his decision there on shall be final, conclusive and binding on all the parties.

Lum sum in estimate

(a) Clause 24 :- When the estimate on which a tender is made includes lump sum in respect of the contract shall be entitled to payment in respect of the items contract shall be entitled to payment in respect of the items contract shall be entitled to payment in respect of the items contract shall be entitled to payment in respect of the items contract shall be entitled to payment in respect of the items contract shall be entitled to payment in respect of the items contract shall be entitled to payment in respect of the items contract shall be entitled to payment in respect of the items contract shall be entitled to payment in respect of the items contract shall be entitled to payment in respect of the items contract shall be entitled to payment in respect of the items contract shall be entitled to payment in respect of the items contract shall be entitled to payment in respect to the items contract shall be entitled to payment in respect to the items contract shall be entitled to payment in respect to the items contract shall be entitled to payment in respect to the items contract shall be entitled to payment in respect to the items contract shall be entitled to payment in respect to the items contract shall be entitled to payment in respect to the items contract shall be entitled to payment in respect to the items contract shall be entitled to payment in respect to the items contract shall be entitled to payment in respect to the items contract shall be entitled to payment in respect to the items contract shall be entitled to payment in respect to the items contract shall be entitled to payment in respect to the items contract shall be entitled to payment in respect to the items contract shall be entitled to payment in respect to the items contract shall be entitled to payment in respect to the items contract shall be entitled to payment in respect to the items contract shall be entitled work involved of the work in question the same rates as are payable under this contract such terms, for if the part of the work in question is not in the opinion of the Engineer-in charge, capable of measurement the Engineer-in-charge, may at his direction pay the lump sum amounts entered in the estimate, and the certificate in writing of the Engineer in-charge shall be final and conclusive against the contractor with regard to any sum payable to him under the provision of this clause.

where Action specification.

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

Definition of works

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

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

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Schedule XLV - Form No. 61

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Schedule 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

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			Particulars	will be	which the materi charged to the contractor	ıal	Place of delivery
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Note:-The person or firm submitting the tender should see that the rates in the above schedules are med up by the Engineer-in-charge on the issue of the form prior to the submission of the tender.

Signature of Contrator)

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(Signature of Executive Engineer)

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Bihar State Educational Infrastructure Development Corporation Ltd.

Bill of Quantity for Residual work of +2 Level School Building at High School, Mahammadpur, Block - Asthawaan, Nalanda.

SI.No	Item Code	Item of Work	Quantity	Unit	Rate	Amount
1	15.25	Dismantling stone slab flooring laid in cement mortar including stacking of serviceable material and disposal of unserviceable material within 50 metres lead.	300.12	sqm	63.60	Rupees sixty three & paise sixty only.
2	2.8.1	Earth work in excavation in foundation trenches or drains(not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m. including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.All Kinds of soil	180.07	cum	230.50	Rupees two hundred thirty & paise fifty only.
3	2.28	Supplying and Filling in plinth with local sand and under floors including, watering, ramming consolidating and dressing complete.	180.07	cum	204.40	Rupees two hundred four & paise forty only
4	11.72	Providing designation 100 A one brick flat soling joints filled with local sand including cost of watering, taxes, royalty all complete as per building specification and direction of E/I	300.12	sqm	253.80	Rupees two hundred fifty three & paise eighty only.

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	5.9.6	Columns, Pillars, Piers, Abutments, Posts and Struts	94.00	sqm	357.60	Rupees three hundred fifty seven & paise sixty only.
8	5.9	Centring and shuttering including strutting, propping etc. and removal of form for				
	5.22.7D	Thermo-Mechanically Treated bars TMTC-500-16mm dia.	946.35	Kg	54.40	Rupees fifty four & paise forty only.
	5,22.7C	Thermo-Mechanically Treated bars TMTC-500-12mm dia.	2839.06	Kg	53.40	Rupees fifty three & paise forty only.
	5.22.7B	Thermo-Mechanically Treated bars TMTC-500-10mm dia.	1892.71	Kg	54.70	Rupees fifty four & paise seventy only.
	5.22.7A	Thermo-Mechanically Treated bars TMTC-500- 8mm dia.	3785.41	Kg	56.00	Rupees fifty six only.
7	5.22	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete.			,	
6	6.1.14A + 6.3A	Brick work with bricks of class designation 100A in foundations and plinth in :Cement mortar 1 .:6 (1 cement: 6 coarse sand) Extra for Brick work in superstructure above plinth level upto floor V cum	138.09	cum	5003.90	Rupees five thousand three & paise ninety only.
5	4.1.5	Providing and laying in position 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)	22.42	cum	3174.30	Rupees three thousand one hundred seventy four & paise thirty only.



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	5.9.5	Lintels, beams, plinth bams, griders, bressumers and contilevers.	73.21	sqm	261.70	Rupees two hundred sixty one & paise seventy only.
	5.9.3	Suspended floors, roots, landings, balcnies and access platform.	477.34	sqm	291.00	Rupees two hundred ninety one only.
9	5.2.2	Reinforced cement concrete work in wall (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts, etc. upt floor five level excluding cost of centring, shuttering, finishin and reinforcement. 1:1:5:3(1 cement: 1.5 coarse sand:3 graded stone aggregate 20mm nominal size)	11.75	cum	5139.70	Rupees five thousand one hundred thirty nine & paise seventy only.

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10	5.3 + 5.33B.4	Reinforced cement conrete work in beams, suspended floors, roofs having slope upto 15, landings, balconiec, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases upto floor five level excludingthe cost of centring, shuttering, finishing and reinforement with 1:2:4(1 cement:2 coarse sand:4 graded stone aggregate 20 mm nominal size). Add or deduct for providing richer or leaner mixes respectively at all floor levels Add or deduct for providing richer or leaner mixes respectively at all floor levels Providing M-20grade R.C.C instead of M-15 grade R.C.C.	63.96	cum	5124.90	Rupees five thousand one hundred twenty four & paise ninety only.
11	10.3	Structural steel work riveted or bolted in built up sections, trusess and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved ateef primer all complete. 50x50x6	369.34	Kg	69.20	Rupees sixty nine & paise twenty only.

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12		Providing and fixing steel glazed doors, windows and ventilators 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 20 mm nominal size) or with wooden plugs 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 metalsash putty of approved make complete including applying a priming coat of approved steel primer; excluding the cost of metal beading and other fitting except Doors. Extra for providing and fixing steel beading of approved shape andsection with screws instread of glaxing clips and met. Sash putty in steel doors,	34.56	sqm	3175.00	Rupees three thousand one hundred seventy five only.
13	9.48	units. Steel windows 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. fixed to openings/wooden frames with rawl plugs screw				Zexo
	9.48.1	Fixed to steel windows by welding	552.96	Kg	86.00	Rupees eighty six only.
	9.48.2	Fixed to openings/wooden frames with rawl plugs screw	1600.96	Kg	94.20	Rupees ninety four & paise twenty only.

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14	10.33.1	Providing & fixing hand rail by welding etc. to steel ladder railling & staircases railling including applying a priming coat of approved steel primer. MS tube (medium) 40mm nominal bore. Steel Hand Rail	61.37	Kg	90.70	Rupees ninety & paise seventy only.
15	10.5	Providing and fixing in position collapsible steel shutters with vertical channels 20x10x2mm and braced with flat iron diagonals 20x5 mm size with top and bottom rail of T-iron 40x40x6mm with 40mm dia, steep pulleys complete with bolts, nuts, locking arrangement, stoppers, handles, including applying a priming coat of approved steel primer.	6.50	sqm	4248.20	Rupees four thousand two hundred forty eight & paise twenty only.
16	13.13.4	20 mm cement plaster of mix; 1: 6 (1 cement: 6 coarse sand)	724.57	sqm	140.40	Rupees one hundred forty & paise forty only.
17	13.11.4	12 mm cement plaster of mix: 1:6 (1 cement :6 coarse sand)	1414.51	sqm	101.20	Rupees one hundred one & paise twenty only.
18	13.24.2	6 mm cement plaster to ceiling of mix: 1:4(1 cement: 4 coarse sand)	793.73	sqm	87.40	Rupees eighty seven & paise forty only.
19	13.26	Neat Cement Punning	109.93	sqm	32.30	Rupees thirty two & paise twenty nine only.



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20	13.80A.2	Providing and applying white cement based putty of average thickness 2 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	724.57	sqm	118.40	Rupees one hundred eighteen & paise forty only.
21		Providing and fixing ISI marked flush door shutters conforming to IS: 2202 (Part I) non-decorative type, core of block board construction withframe of 1 st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters 35 mm thick including ISI marked Stainless Steel butt hinges with necessary screws	42.21	sqm	1698.20	Rupees one thousand six hundred ninety eight & paise twenty only.
22	1 () () 1	Providing and fixing oxidised M.S. sliding door bolts with nuts and screws etc. complete 300x16xmm	17.00	Each	166.10	Rupees one hundred sixty six & paise ten only.
23	1	Providing and fixing M.S.handles with necessary screws etc.complete 125 mm	34.00	Each	27.70	Rupees twenty seven & paise seventy only.
24	9.63.1	Providing and fixing oxidised M.S.tower bolt black finish,(barrel type) with necessary screws etc.complete 250x10mm	17.00	Each	65.30	Rupees sixty five & paise thirty only.

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25	11.26.1	Kota stone slab flooring over 20 mm (average) thick base laid over andjointed with grey cement slurry mixed with pigment to match the shade of the slab including rubbing and polishing complete. Base with 1:1:1 (1 lime: 1 surkhi: 1 coarse sand) / 1:4 (1 cement: 4 coarse sand) - 25 mm thick	684.01	Sq.m	998.30	Rupees nine hundred ninety eight & paise thirty only.
26	11.27.1	Kota stone slabs 20 mm thick in risers of steps skirting. Dado & pillars laid on 12 mm (average (thick cement mortar 1:3 (1 cement: 3 coarse sand) and jointed with grey cement slurry mixed with pigment to match the shade of the slab including rubbing and polishing complete. Details of cost for 10 sqm	68.40	Sq.m	973.00	Rupees nine hundred seventy three only.
27	13.77.2	Distempering with oil bound washa ble distemper of approved brand and manufacture to give an even shade .New work (two or more coats) over and including priming coat with cement primer	2208.24	sqm	69.10	Rupees sixty nine & paise ten only.
28	13.46.1	Finishing walls with Acrylic Smooth exterior paint of required shade: New work (Two or more coat applied @ 1.67 ltr/ 10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/ 10 sqm)	724.57	sqm	71.10	Rupees seventy one & paise ten only.
29	13.81.1	Applying priming coat With ready mixed pink or grey primer of approved brand and manufacture on wood work (hard and softwood)	101.30	Sq.m	26.70	Rupees twenty six & paise seventy only.

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30	13.81.3	Applying priming coat with ready mixed zinc chromate yellow primer of approved brand and manufacture on steel galvanized iron/steel works.	140.47	Sq.m	22.80	Rupees twenty two & paise eighty only.
31	13.93.1	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade two or more coats on new work	241.77	Sq.m	54.10	Rupees fifty four & paise ten only.
32	DSR 22.14.1	Grading roof for water proofing treatment with Cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	13.66	cum	5583.80	Rupees five thousand five hundred eighty three & paise eighty only.
33	4.17	Making plinth protection 50mm thick of cement concrete 1:3:6 (1 cement :3 coarse sand : 6 graded stone aggregate 20mm nominal size) over 75mm bad by dry brick ballast 40mm nominal size well rammend and consolidated and grouted with fine sand including finishing the top smooth.	54.71	sqm	359.80	Rupees three hundred fifty nine & paise eighty only.
34	10.17	Providing & fixing M.S. Fan hook of 16 mm. dia. M.S. bar 1 Mtr. Long bent to required size and shape, placed in position and fixed in Truss Frame / RCC Slab / beam at the time of casting all complete as per building specification and direction of E/I. (Where materials is not supplied by deptt.)	20.00	sqm	97.00	Rupees ninety seven only.

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35	12.78	Providing and fixing on wall face unplastidsed-PVC(working pressure 4 kgf persqm) rain water pipes conforming to IS:4985 including jointing with seal ring conforming to IS: 5382 leaving 10 mm gap for thermal expansion.110 mm diameter	64.80	m	212.40	Rupees two hundred twelve & paise forty only.
				Total -	A	3,965,331.12
		Electrical work	All and the second a			
36	1.1.3	Wiring for light point/ fan point with 1.5 Sq.mm FR PVC insulated copper conductor single core cable in surface/ recessed PVC conduit, with modular type switch, modular plate, suitable size of GI box etc as required. Group C	80.00	Each	621.00	Rupees six hundred twenty one only.
37	1.7.2	Wiring for circuit / submain wiring alongwith earth wire with the following sizes of FR PVC insulated copper conductor, single core cable in surface / recessed medium class PVC conduit as required. 2 x 2.5 sq.mm + 1 x 2.5 sq. mm earth wire	200.00	МТ	150.00	Rupees one hundred fifty only.
38	1.23	Supplying and fixing following piano type switch/ socket on the existing switch box/ cover including connections etc. as required.	-0.00			nc 7.000
	1.23.1	5/6 amps socket	16.00	Each	32.00	Rupees thirty two only.
	1.23.4	5/6 amps switch	16.00	Each	44.00	Rupees forty four only.

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39	1.33	Supplying and fixing 3 pin, 5 amp ceiling rose on the existing junction box/ wooden block including connection etc as required	32.00	Each	35.00	Rupees thirty five only.
40	1.34	Supplying and fixing brass batten/ angle holder including connection etc. as required.	32.00	Each	48.00	Rupees forty eight only.
41	1.7.4	Wiring for circuit / submain wiring alongwith earth wire with the following sizes of FR PVC insulated copper conductor, single core cable in surface / recessed medium class PVC conduit as required. 2 x 6 sq.mm + 1 x 6 sq. mm earth wire	50.00	m	276.00	Rupees two hundred seventy six only.
42	2.8	Supplying and fixing following way, single pole & neutral, sheet steel, MCB distribution board, 240 volts, on surface / recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, interconnections, powder painted, including earthing etc as required. (But without MCB/RCCB/Isolator)				
	2.8.5	2 + 12 way, Single door,	2.00	Each	1170.00	Rupees one thousand one hundred seventy only.



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43	2.10.1	Supplying and fixing 5 amps to 32 amps rating, 240/415 volts, "C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required.	24.00	Each	208.00	Rupees two hundred eight only.
44	2.12.2	Supplying and fixing following rating, double pole, 240 volts, isolator in the existing MCB DB complete with connections, testing and commissioning etc. as required.63 amps	2.00	Each	528.00	Rupees five hundred twenty eight only.
			-	Fotal -	В	105,740.00
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45		Carriage Cost of Materials				
	A	Bricks	77.90	Th.	531.02	Rupees five hundred thirty one & paise one only.
	В	Sand	142.86	Cu.m	786.18	Rupees seven hundred eighty six & paise eighteen only.
	C	Local Sand	184.57	Cu.m	181.48	Rupees one hundred eighty one & paise forty seven only.
	D	Chips	85.42	Cu.m	1129.53	Rupees one thousand one hundred twenty nine & paise fifty three only.



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	Е	Cement	76.02	МТ	282.30	Rupees two hundred eighty two & paise twenty nine only.
	F	Steel	9.46	МТ	282.30	Rupees two hundred eighty two & paise thirty only.
46		Differences Cost of Materials				
	A	Cement	76.02	МТ	274.67	Rupees two hundred seventy four & paise sixty seven only.
	В	Bricks	77.90	Th.	240.45	Rupees two hundred forty & paise forty five only.
				Γotal -		347,408.82
44-47			Tota	1 - (A+	The second secon	4418479.94
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(Ruppes Forty Four Lakh Eighteen Thousand Four Hundred Eighty Only)

Tender approved in favour of Sanjeev Kumar @ 10.00% (Ten Decimal Zero Zero Percent) below BOQ Rate i.e. total amount comes to Rs. 39,76,632=00 (Rupees Thirty Nine Lacs Seventy Six Thousand Six Hundred Thirty Two Only)

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Chief Eng near

S.E.I.D.C. Ltd, Patrice

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Performance Security

Name of Agency:- "Sanjeev Kumar."

Performance Security of Regarding "Residual work of +2 level school building at high school, mahammadpur block- asthawaan, Nalanda (NIT No- 88/17-18)"

<u>FDR A/C No</u> .	<u>DOI</u>		AMOUNT
440745110009981	19.05.18		100000.00
440745110009982	19.05.18		100000.00
		Total –	200000.00

(Rupees Two Lac Only)

A प्राप्त है कि उसी 2 108 विहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिं०, पटना

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ाहार राज्य शेक्षणिक आधारभूत संरचना विकास निगम लिमिटेड HAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

(A Govt. of Bihar Undertaking) ISO 9001; 14001; OHSAS 18001

Shiksha Bhawan, Bihar Rashtrabhasha Parishad Campus, Acharya Shivpujan Sahay Path, Saidpur, Patna - 800 004 Tel. No.: 0612 - 2660850 • Fax No.: 0612 - 2660256

E-mail: bseidc@gmail.com • Website: http://www.bseidc.in • CIN: U80301BR2010SGC015859

पत्रांक:- BSEIDC/FIN/3368/2018-19/- ५६ ४५

पटना, दिनांक.....१५ ७ र्रं १४

सेवा में,

Sanjeev Kumar 4 Guru Sahay Lal Nagar, Po- Ashiana Nagar, Patna-25

बिहार राज्य अंतर्गत Residual work of +2 Level School Building at High School, विषय:-Mahammadpur, Block - Asthawaan, Nalanda. N.I.T. No.88/(2017-18), in the State of Bihar (निविदा आमंत्रण सूचना सं०—88/(2017-18) के कार्य हेतु Performance Security जमा कर एकरारनामा करने के संबंध में।

महाषय,

उपर्युक्त विषय के संबंध में कहना है कि विषयांकित कार्य की निविदा हेतु आपके द्वारा मदवार उद्धृत दरों के आधार पर कुल निविदित राशि रू० 39,76,632 / –(उनचालीस लाख छिहतर हजार छः सौ बतीस रूपये) मात्र आपके पक्ष में स्वीकृत की गयी है।

अतः निदेश दिया जाता है कि उक्त कार्य के एकरारनामा हेतु Performance Security की राशि रू० 1,99,000 / – (एक लाख निनानवे हजार रूपये) मात्र का सावधि पासबुक / राष्ट्रीय बचत प्रमाण पत्र के रूप में प्रबंध निदेशक, बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लि०, पटना के नाम से प्रतिज्ञप्ति (Pledge) अथवा एकाउंट पेयी डिमाण्ड ड्राफ्ट / फिक्सड डिपोजिट रसीद/बैंक गारंटी, जो राष्ट्रीय बैंक/अनुसूचित बिहार राज्य स्थित बैंक द्वारा निर्गत एवं बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लि० के पक्ष में पटना में भुगतेय हो, जमा कर एकरारनामा कर लें।

कार्य हित में यह निदेश दिया जाता है कि आप तत्काल संबंधित कार्यपालक अभियंता से संपर्क कर निर्माण कार्य प्रारंभ करें। इस पत्र की निर्गत की तिथि को कार्य प्रारंभ की तिथि माना जाएगा। Performance Security की राशि के सत्यापन एवं समुचित श्रेणी में इस निगम में प्रकृषिकी। है गुख्य अभियंता ना निबंधन के उपरांत एकरारनामा किया जाएगा।

ज्ञापांक : BSEIDC/FIN/3368/2018-19/- ५६३५

पटना, दिनांक.....। ते १० ते १८०

प्रतिलिपि : Sri Pankaj Kumar Singh, Computer Programmer, for uploading on BSEIDC website/Senior Account Officer/ All Executive Engineer/All Suprintending Engineer BSEIDC for information

& necessary action.

मुख्य अभियंता कार्रे Chief Eng ndar C. Lki. Patna

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बिहार राज्य शेक्षणिक आधारमून संरवना विकास निगम निगमे हिमिटेड BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

(A Govt. of Bihar Undertaking)

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Shiksha Bhawan, Bihar Rushtrabhasha Parishad Campus, Acharya Shavpujan Sahay Path, Saidpur, Patna - 800 004 Tel. No.: 0612 - 2660850 * Fax No.: 0613 - 2660256

E-mail: bseidc@gmail.com * Website: http://www.bseidc.ib * CIN: U80301BR2010SGC015859

Letter No. 1886 100 NM) 2018. 19 -- 2,840

Pate:

CORRIGENDUM No.- 1

With reference to N.I.T. No. 88/2017-18 date-20.03.2018 for the work "Construction of different Buildings in the State of Biliux" through e-tendering: website: www.eproe.bihar.gov.in the following amendments have been made due to unavoidable circumstances as mentioned below:

SL.	Existing provision	Amended provision
distance .	Period of downloading of Bid document from www.eproc.bihar.gov. in date: 12.04.2018 to 06.05.2018 up to 15:00 Hrs.	Period of downloading of Bid document from www.eproc.bihar.gov. in date: 12.04.2033 to 20.05.2018 up to 15:00 Hrs.
<u> </u>	Last date & time for uploading of Bids on date: 07.05.2018 up to 15:00 Hrs.	Last date A time for uploading of Bids on date: 21.05.2018 up to 15:00 Hrs.
3.	Fime and date for opening of Technical Bids on date: 08.05.2018, 16:30 Hrs.	Time and late for opening of Technical Bids on date: 22.05.2018, 16:30 Hrs.
4.	Financial Bid Opening on date: 15.05.2018 at 16:00 Hrs.	Financial 3id Opening on date: 29.05.2018 at 16:00 Hzs.
5.		accepted up to 22.05.2018, 15:00 Hrs.

The other terms and conditions will remain unchanged.

(Brajesh Prasad) Chief Consultant (Technical)

(B)

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SPECIAL CONDITIONS

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

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

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

incidental charges.

4. To qualify for award of work, the Bidder must possess the following:-

a) Legal Status, Place of Registration, Principal place of business & Power of attorney of signatory bid.

b) DD for required value of B.O.Q. Cost.

c) Sufficient Earnest Money Deposit.

- d) Certificate from Chartered Accountant of Annual Financial Turn over usually not less than 50 % of the estimated cost of works for which bid has been invited in any one year and to be submitted for last five years as mentioned in Technical bid.
- Certificate from EE / Concerned Authority for Work Experience of Similar nature (Satisfactory completed at least one Building work of value not less than 25 % of estimated value of contract) in last five years as mentioned in Technical bid. Financial year 2017-2018 will also be Considered.
- f) Certificate from EE / Concerned Authority for Work Experience of Minimum Quantities of work done as prime contractor in any one Financial year during last five years as mentioned in Technical bid.

g) Litigation History as mentioned in Technical bid.

h) Valid Registration with Central/ State Govt. / PSU.

i) Affidavit/Certificate "for not been debarred and required attachments are true and correct and if found fake/ forged, the undersigned will be liable to be inflicted upon the FIR and lawful punishment as well as black listing".

5. Contractor should satisfy themselves fully about the nature, site of work before offering their tender and place of any ignorance afterwards shall not be considered.

6. The tender without earnest money or insufficient earnest money submitted with the tender, will be outright rejected.

7. Conditional tenders shall be outright rejected.

8. After approval of rates by the competent authority the contractor shall have to deposit the initial security money within 10 days of the receipt of the written work order failing which his tender shall be rejected and earnest money forfeited.

9. Authority shall reserve the right to reject any or all the tenders or distribute the work to

more than one contractor without assigning any reason.

10. Any claim for idle labours on any account shall not be entertained.

- 11. The contractor shall arrange necessary site for accommodation and other facilities like medical etc. For his labour on his own cost and initially will comply with labour rules prevalent in the locality.
- 12. The contractor shall be solely responsible for any damage occurred at site due to negligence of the labour or other staff and any damage shall be recovered from the contractor.
- 13. It will be obligatory on the part of the tenderer to keep his tender open for 120 days from the date of opening of tender.
- 14. The contractor shall not be entitled to any claim or compensation on account of any loss suffered by him due to :-
- a. Natural calamities

b. Act of enemies.

(Seal & Signature of Tenderer)

Page 1 of 2 Chief Englieer ...D.C. Ltd. Patne

c. Transport and procurement difficulties.

- d. Circumstances beyond the control of the state.
- 15. No work beyond agreement shall be executed by the contractor unless specifically ordered by the Engineer -in- charge in writing on "SITE ORDER BOOK". The claims for such work shall be submitted regularly in every month. If the claim is not received in the month to which it relates, it will be treated as time barred & may be disallowed.
- 16. Income Tax & Sales Tax will be deducted from the Bill of Contractor as per prevailing Government Circular.
- 17. The contractor shall make his own arrangement for water and light at the work site.
- 18. The contractor should offer all facilities to the departmental officers for supervision, taking measurement, checking of the bill etc. and damage occurred during this process will be made good by him without any extra cost.
- 19. Items ordered and done if not included in sanctioned rates will be payable after approval of rates by the competent authority.
- 20. The Tenderer must not quote their rate more than 10 % below Bill of Quantity rates otherwise their tender will be outright rejected being unworkable for this work.
- 21. The Electrical work must comply with Indian Electricity rules 195 as well as the general specifications for electrical works 1972 for up-to-date specification etc.
- 22. The Contractor shall be solely responsible for supply and use of sub standard materials. The contractor's Engineer will also be held responsible for execution of such substandard works. This will form Part of F-2 Agreement and become Clause no. 27, and the existing Clause no. 27 of F-2 agreement shall become Clause no. 28.
- 23. The Defect liability Period shall be Three (3) Years from the date of completion of the work.
- 24. The Contractor shall rectify at his own cost in case the work is found to be defective during checking in liability period.
- 25. Seigniorage fee (Non- refundable) at the rate of 2% will be deducted from bills as per order of Department of Mines and Geology, Govt. of Bihar.
- 26. The Contractor shall Display a Signboard at work site about the work as on the format prescribed by Engineer- in- Charge.
- 27. The Contractor shall Furnish his programme of construction for execution of the work within the stipulated time schedule together with methodology of construction of each item or work and obtain the approval of the Engineer- in- Charge prior to actual commencement of work.

(Seal & Signature of Tenderer)

Page 2 of 2

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बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम लिमिटेड BIHAR STATE EDUCATIONAL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

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E-mail: bseidc@gmail.com • Website: http://www.bseidc.in • CIN: U80301BR2010SGC015859

Letter No	
acteer no management	Date :

निविदा आमंत्रण स्चना संख्या- 88 वर्ष 2017-18 प्रतिशत दर निविदा

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

1. बिहार राज्य के अन्तर्गत विभिन्न भवनों का निर्माण कार्य हेतु प्रतिशत दर निविदा आमंत्रित की जाती है। कोई भी संवेदक जो केन्द्रीय/राज्य सरकार/सार्वजनिक क्षेत्रों में निवंधित हो, निविदा में भाग ले सकते हैं परन्तु इस निगम का रजिस्ट्रेशन, उक्त कार्य का लेटर ऑफ एक्सेपटेंस प्राप्त होने के बाद कराना होगा।

क्रमांक	कार्य का नाम	प्राक्कलित राशि (लाख रू० में)	अग्रधन की राशि (लाख रू० में)	परिमाण विपत्र का गूल्य (रू०मे)	Beltron Bid Processing Fee (In Rs.)	कार्य समाप्ति की अवधि
1	Construction of DDE Building at LNMU, Darbhanga.	321.70	6.44	10,000/-	As appeared on the website	15 माह
2	Construction of Boundary Wall at Ramesh Jha Mahila College, Saharsa.	90,00	1.80	10,000/-	As appeared on the website	3 माह
3	Construction of +2 Level School Building at Girls High School, Asarganj,Munger.	137.22	2.56	10,000/-	As appeared on the website	12 माह
4	Construction of +2 Level School Building at Manpur High School, Gaya.	117.44	2.35	10,000/-	As appeared on the website	12 माह
5	Residual Work of +2 Level School Building at High School, Mohammadpur, Block- Asthawan, Nalanda.	46.80	0.94	5,000/-	As appeared on the website	6 माह
6	Residual Work of +2 Level School Building at High School, Makrauta, Block- Karaiparsurai, Nalanda.	45.46	0.92	5,000/-	As appeared on the website	6 माह

- (1.) नोट:- (i) प्राक्किलत राशि घट या बढ़ सकती है एवं तद्दनुसार अग्रधन की राशि घट या बढ़ सकती है।
 - (ii) वेबसाईट—www.eproc.bihar.gov.in पर अंकित प्राक्कलित राशि, अग्रधन की राशि एवं परिमाण विपत्र की राशि अंतिम रूप से मान्य होगा।
- (2) विज्ञापन निर्गत करने की तिथि
- परिमाण विपन्न प्राप्त करने(डाउनलोड) की अवधि एवं समय :- दिनांक- 12.04.2018 से 06.05.2018, 15:00 घंटा
- (4) प्री विड गीटिंग का समय, रथान एंव तिथि
- निविदा प्राप्ति(अपलोड) की अंतिम तिथि एवं समय:-
- अग्रधन जमा करने की अंतिम तिथि एवं समय
- (7) टेक्निकल बिड खोलने की तिथि एवं समय

दिनांक:-20.03.2018

(वेबसाईट:www.eproc.bihar.gov.in पर)

दिनांक:- 16.04.2018, 16:00 घंटा प्रबंध निदेशक का कार्यालय,बिहार राज्य शैक्षणिक आधारभूत संरचना विकास निगम, पटना।

विनांक- 07.05.2018, समय- 15:00 घंटा

दिनांक 08.05.2018, समय- 15:00 घंटा

दिनाक- 08.05.2018, समय- 16:30 घंटा

विवसाईट-www.enroc.bihar.gov.inपर),



Chief Engless E.I.D.C. Lid. Patna

.) . , 1000 And Andrew . . ":

(8) वित्तीय बिड खोलने की तिथि एवं समय

दिनांक- 15.05.2018, समय- 15:30 घंटा

(9) निविदा खोलने का स्थान

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

(10) निविदा की वैधता की अवधि

(11) ई-टेन्डिरिंग की प्रक्रिया में भाग लेने हेतु संवेदकों को पंजीकृत होना होगा, जिससे कि उन्हें उपयोगकर्ता का नाम (user

ID) पासवर्ड (Password) अंकीय हस्ताक्षर (Digital Signature) निर्गत की जायेगी। यह उन्हें वेबसाईट www.eproc.bihar.gov.in से डाउनलोड करने / टेन्डर की प्रक्रिया में भाग लेने की योग्यता प्रदान करेगा।

(12) ई-निविदा पत्र बेवसाईट www.eproc.bihar.gov.in से प्राप्त किया जा सकता है। संवेदक द्वारा सिर्फ उपर्युक्त वेबसाईट से ही परिमाण विपत्र प्राप्त करने के उपरांत वेबसाईट पर ही इलेक्ट्रानिक निविदा पत्र को भरकर भेजना है। अन्य सभी महत्वपूर्ण कागजात/बैंक ड्राफ्ट/अग्रधन की राशि/सभी प्रमाण पत्र जो निविदा के लिए आवश्यक है को स्कैन कर ई-निविदा के साथ संलग्न करना अनिवार्य है।

(13) (37) Beltron Bid Processing Fee as appeared on the e-tendering website: www.eproc.bihar.gov.in & BOQ cost as mentioned is mandatory to be paid through e-payment mode i.e. Internet payment gateway, (Credit/Debit card), Net Banking, NEFT/RTGS"

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

- (ख) वांछित अग्रधन की राशि राष्ट्रीय बचत पत्र/डाकघर सावधि जमा 3 वर्षीय या 5 वर्षीय पासनुक जो बिहार राज्य से क्रय या जमा किया हो, प्रबंध निदेशक, BSEIDC Ltd., पटना के नाम प्रतिज्ञिप्त (Pledged) हो अथवा बिहार वित्त नियमावली के अनुसार BSEIDC Ltd. के नाम से फिक्सड डिपोजिट विंसिप्ट अथवा बैंक गारन्टी जो बिड के मान्य अवधि तक के लिए बिहार अवस्थित किसी राष्ट्रीयकृत/अनुसूचित बैंक से निर्गत हो (अगर बिहार प्रान्त के बाहर के बैंक से निर्गत बैंक गारन्टी दिया जाता है तो एकरारनामा के पूर्व इसे बिहार अवस्थित किसी बैंक से निर्गत किया जाना होगा) के रूप में प्रबंध निदेशक का कार्यालय, बिहार राज्य शैक्षणिक आधारगूत संरचना विकास निगम लिमिटेड, पटना में दिनांक 08.05.2018 के 15:00 घंटे तक स्वयं/निबंधित डाक /स्पीड पोस्ट द्वारा निश्चित रूप से जमा किया जाना आवश्यक है अथवा EMD can also be paid through e-payment mode i.e. "Internet payment gateway, (Credit/Debit card), Net Banking, NEFT/RTGS". ऐसा नहीं करने पर निविदा मान्य नहीं होगा।
- (14) निविदाकारों द्वारा इस्तेमाल किये जा रहे इन्टरनेट सर्विस में किसी प्रकार का व्यवधान उत्पन्न होने पर कोई भी दावा मान्य नहीं होगा। निविदाकारों को सलाह दी जाती है कि अपने निविदा को समय रहते उपर्युक्त वेबसाइट पर अपलोड कर लें। ताकि अंतिम समय में होनेवाले किसी प्रकार के व्यवधान से बच सकें।
- (15) निविदाकार निविदा डालने से पहले अपने रतर से भी प्रस्तावित कार्य स्थल पर भूमि उपलब्धता के संबंध में आश्वस्त हो लेगे।
- (16) Even though the bidders meet the qualifying criteria, they are subject to be disqualified if they have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failture in the work of this Corporation.
- (17) किसी भी प्रकार की जानकारी अथवा शुद्धि पत्र को वेबसाईट www.eproc.bihar.gov.in पर प्रकाशित किया जायेगा। विना कारण बताये निविदा या उसके अंश को अस्वीकृत करने / रद्द करने का अधिकार सक्षम पदाधिकारी को सुरक्षित है।
- (18) विशेष जानकारी हेतु अधोहस्ताक्षरी के कार्यालय में कार्य अविध में सम्पर्क किया जा सकता है। ई—टेन्डरिंग की प्रकिया से संबंधित किसी भी प्रकार की जानकारी/सूचना हेतु सहायता कक्ष, ई—टेन्डरिंग कक्ष, प्रथत तल्ला, M/22, बैंक ऑफ इण्डिया भवन, रोड न० 25, श्री कृष्णा नगर, पटना—800001, दूरभाष सं० 0612—2523006/9939035696.

(ब्रजेश प्रसाद) मुख्य परामर्शी (तकनीकी)

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